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Title : Effective

FERC GAS TARIFF

FOURTH REVISED VOLUME NO. 1
SUPERSEDING THIRD REVISED VOLUME NO. 1

of

NORAM GAS TRANSMISSION COMPANY

an indirect subsidiary of Houston Industries Incorporated

Filed With The
FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be sent to:

Cyril J. Zebot
Vice President
Pipeline Financial Analysis
NorAm Gas Transmission Company

an indirect subsidiary of Houston Industries Incorporated
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Post Office Box 4455

Houston, Texas 77210-4455
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Cancelled effective June 6, 1999

Superseded by
RELIANT ENERGY GAS TRANSMISSION COMPANY
F.E.R.C. GAS TARIFF
FIFTH REVISED VOLUME NO. 1

Title Page : Effective

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Fifth Revised Sheet No. 1 Fifth Revised Sheet No. 1 : Effective
Superseding: Substitute Fourth Revised Sheet No. 1

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FERC Docket: RP98-194-000

First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective
Superseding: Original Sheet No. 2

PRELIMINARY STATEMENT

This Fourth Revised Volume No. 1 of the FERC Gas Tariff of NorAm Gas Transmission Company ("NGT") contains the Rates and Charges, Rate Schedules, Forms of Service Agreement and the General Terms and Conditions applicable to open access transportation and storage services performed by NGT pursuant to a certificate issued by the Federal Energy Regulatory Commission in Docket No. CP88-820-000, and the Commission's Regulations found at 18 C.F.R. Part 284.

NGT is a corporation organized and existing under the laws of the state of Delaware. Its principal office is located at 1111 Louisiana, Houston, Texas 77002-5231. NGT is an indirect subsidiary of Houston Industries Incorporated. NGT has facilities in place to transport and deliver natural gas to customers and pipeline interconnections located in the states of Arkansas, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, Tennessee, and Texas.

Effective Date: 05/01/1999 Status: Effective

FERC Docket: TM99-3-31-001

Sub Seventeenth Revised Sheet No. 5 Sub Seventeenth Revised Sheet No. 5 : Effective
Superseding: Sixteenth Revised Sheet No.5

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
(\$/Dth)

		Adjustments					MAXIMUM RATE	MINIMUM RATE
		BASE RATE	Sec. 5.7	Sec. 18	Sec. 23	Sec. 23.2		
FUEL%	RATE SCHEDULE							
-----	-----	-----	-----	-----	-----	-----	-----	-----
FT - FIRM TRANSPORTATION								

	RESERVATION CHARGE	\$ 7.4257	(0.0000)	-----	(0.0000)	0.0000	-----	\$7.4257 \$0.0000
0.82%	COMMODITY	0.0087	-----	0.0300	-----	-----	0.0011	0.0398 0.0098
	OVERRUN	0.2528	(0.0000)	0.0300	(0.0000)	0.0000	0.0011	0.2839 0.0098
	RESERVATION CHARGE ADJ	0.2441	(0.0000)	----	(0.0000)	0.0000	-----	0.2441 0.0000
FT - SMALL CUSTOMER								

0.82%	COMMODITY	\$ 0.3099	(0.0000)	0.0300	(0.0000)	0.0000	0.0011	\$0.3410 \$0.0098
	OVERRUN	0.3099	(0.0000)	0.0300	(0.0000)	0.0000	0.0011	0.3410 0.0098
IT - INTERRUPTIBLE TRANSPORTATION								

0.82%	COMMODITY	\$ 0.2201	(0.0000)	0.0300	-----	-----	0.0011	\$0.2512 \$0.0098
	OVERRUN	0.2201	(0.0000)	0.0300	-----	-----	0.0011	0.2512 0.0098

CAPACITY RELEASE VOLUMETRIC RATE:

The FT maximum volumetric bid rate for capacity release is the maximum applicable Reservation Charge Adjustment rate for Rate Schedule FT.

FUEL RATES:

Transporter shall retain Compressor Fuel equal to the product of the applicable Compressor Fuel percentage and the quantity received by Transporter. The fuel rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Effective Date: 05/01/1999 Status: Effective

FERC Docket: TM99-3-31-001

Substitute Sixteenth Revised Sheet No. 6 Substitute Sixteenth Revised Sheet No. 6 : Effective
Superseding: Fifteenth Revised Sheet No. 6

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
(\$/Dth)

RATE SCHEDULE FUEL%	BASE RATE	Adjustments					MAXIMUM RATE	MINIMUM RATE	
		Sec. 5.7	Sec. 18	Sec. 23	Sec. 23.2	Sec. 28.4			
----- -----	-----	-----	-----	-----	-----	-----	-----	-----	
NNTS - NO NOTICE TRANSPORTATION -----									
RESERVATION FEE	\$8.7560	(0.0000)	-----	(0.0000)	0.0000	-----	\$8.7560	\$0.0000	
COMMODITY	0.0184	-----	0.0300	-----	-----	0.0011	0.0495	0.0195	4.08%
NNTS - SMALL CUSTOMER -----									
COMMODITY	\$0.3972	(0.0000)	0.0300	(0.0000)	0.0000	0.0011	\$0.4283	\$0.0195	4.08%
FSS - FIRM STORAGE SERVICE -----									
DELIVERABILITY FEE	\$0.9606	-----	-----	-----	-----	-----	\$0.9606	\$0.0000	
CAPACITY FEE	0.0229	-----	-----	-----	-----	-----	0.0229	0.0000	
STORAGE FEE	0.0154	-----	-----	-----	-----	-----	0.0154	0.0154	1.39%
OVERRUN	0.5468	-----	-----	-----	-----	-----	0.5468	0.0154	
DELIVERABILITY FEE ADJ	0.2562	-----	-----	-----	-----	-----	0.2562	0.0000	
ISS - INTERRUPTIBLE STORAGE SERVICE -----									
INTERRUPTIBLE STORAGE RATE	\$0.5468	-----	-----	-----	-----	-----	\$0.5468	\$0.0154	1.39%
OVERRUN	0.5468	-----	-----	-----	-----	-----	0.5468	0.0154	

CAPACITY RELEASE VOLUMETRIC RATE:

The maximum volumetric bid rate for capacity release is the maximum applicable overrun rate for Rate Schedules NNTS and FSS respectively.

FUEL RATES:

Transporter shall retain Compressor Fuel equal to the product of the applicable Compressor Fuel percentage and the quantity received by Transporter. The fuel rates stated above are calculated pursuant to Section 27 of the General Terms and Conditions.

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FERC Docket: RP96-200-034

Seventeenth Revised Sheet No. 7 Seventeenth Revised Sheet No. 7 : Effective
Superseding: Sixteenth Revised Sheet No.7

Sheet Nos. 7 - 7C

reserved for future use.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP96-200-026

Seventh Revised Sheet No. 7A Seventh Revised Sheet No. 7A : Effective
Superseding: Sixth Revised Sheet No. 7A

Sheet No. 7A

is reserved for future use.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP96-200-026

Sixth Revised Sheet No. 7B Sixth Revised Sheet No. 7B : Effective
Superseding: Substitute Fifth Revised Sheet No. 7B

Sheet No. 7B

is reserved for future use.

Effective Date: 02/01/1998 Status: Effective
 FERC Docket: RP96-200-030

Sixth Revised Sheet No. 7C Sixth Revised Sheet No. 7C : Superseded
 Superseding: Fifth Revised Sheet No. 7C

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	-----	-----	-----
NGC Transportation, Inc. CGT @ Perryville	1935 See Formula below	FT	30,000	El Paso @ Wheeler
ANR @ Perryville				KN @ Red River
Area Koch @ West Monroe				West 1 Pooling
Area * Tennessee 100				North Pooling
Chandler) Tennessee 800				(East of
Area * TET @ West Monroe				South Pooling
Chandler) TGT @ Perryville				(East of
Area Trunkline @ Richland				West 2 Pooling
Sonat @ Perryville				
El Paso @ Wheeler				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The unit rate per MMBtu of Contract Demand shall be \$0.10 per MMBtu plus an additional charge equal to the difference between the Index Price specified in (2) below minus the Index Price specified in (1) below, provided however, in no instance shall the unit rate per MMBtu of Contract Demand be below \$0.10 per MMBtu.

- (1) NorAm Gas Transmission (West)
- (2) NorAm Gas Transmission (East)

In any event, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

* These points are only eligible for negotiated rates when the first issue of the Month of Inside Ferc's Gas Market Report Index Price for NorAm Gas Transmission (West) is greater than the Index Price for NorAm Gas Transmission (East).

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 FERC Docket: RP96-200-034

Sixth Revised Sheet No. 7D Sixth Revised Sheet No. 7D : Effective
 Superseding: Fifth Revised Sheet No. 7D

Statement of Negotiated Rates

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Amoco Energy Trading Corporation TGT @ Perryville	1002186 See Formula below	FT	15,000	East Mountain Production Area Blocker Production Area Neutral Pooling Area (East of Chandler) Koch @ West Monroe Tennessee 100 @ Perryville Tennessee 800 @ Perryville Trunkline @ Richland TET @ West Monroe SONAT @ Perryville
				South Pooling Area (East of Chandler)

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price

The unit rate per Dth of Contract Demand shall never be less than \$0.02 (the "Floor Rate"). The Index Spread shall be the difference between the Index Prices specified in (1) and (2) below

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas Transmission Corp (Zone SL)

If the Index Spread is equal to \$0.11, then the unit rate per Dth of Contract Demand shall be \$0.11 plus the Floor Rate (\$0.02).

If the Index Spread is less than \$0.11, then the unit rate shall be the Floor Rate plus the remainder when you subtract (i) 70% of the difference between \$0.11 and the Index Spread from (ii) \$0.11. If the Index Spread is greater than \$0.11, then the unit rate shall be the Floor Rate plus \$0.11 plus the product of (i) 0.6 times (ii) the Index Spread less \$0.11.

In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate. Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate.

Effective Date: 11/01/1998 Status: Effective
FERC Docket: RP96-200-035

Substitute Seventh Revised Sheet No. 7E Substitute Seventh Revised Sheet No. 7E : Effective
Superseding: Sixth Revised Sheet No.7E

Statement of Negotiated Rates

Shipper Name Delivery Point(s) ----- -----	Contract Number Rate ----- ----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----
Union Pacific Fuels, Inc. TGT @ Perryville	1002198 See Formula below	FT	50,000	UPRC @ Carthage - Line ST-1A
Trunkline @ Richland				
SONAT @ Perryville				
ANR @ Perryville				
TET @ West Monroe				
Tennessee 100 @ Perryville				
Tennessee 800 @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report (Index Prices (1), (2), and (4)) and the Gas Daily Price Guide (Index Price (3)) for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price

The unit rate per Dth of Contract Demand shall be obtained by dividing by 2 the sum of Price A and Price B, each of which is calculated as follows.

Price A: Index Spread A shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value for Index Spread A shall be calculated by multiplying the applicable Compressor Fuel percentage, as authorized and in effect from time to time by Transporter's Tariff, times the Index Price set forth in (1) below.

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas Transmission, Zone 1

If Index Spread A is less than or equal to \$0.08, Price A shall be \$0.05. If Index Spread A is greater than \$0.08, or less than or equal to \$0.155, then Price A shall be (a) the difference between Index Spread A and \$0.08, multiplied by (b) Eighty Percent (80%), plus \$0.05. If Index Spread A is greater than \$0.155, then Price A shall be (a) the difference between Index Spread A and \$0.155 multiplied by (b) Fifty Percent (50%), plus \$0.11.

Price B: Index Spread B shall be (a) the difference between the Index Prices specified in (3) and (4) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value for Index Spread B shall be calculated by multiplying the applicable Compressor Fuel percentage, as authorized and in effect from time to time by Transporter's Tariff, times the Index Price set forth in (3) below.

- (3) Carthage Hub
- (4) Texas Gas Transmission, Zone 1

If Index Spread B is less than or equal to \$0.08, Price B shall be \$0.0525. If Index Spread B is greater than \$0.08, or less than or equal to \$0.1519, then Price B shall be (a) the difference between Index Spread B and \$0.08, multiplied by (b) Eighty Percent (80%), plus \$0.0525. If Index Spread B is greater than \$0.1519, then Price B shall be (a) the difference between Index Spread B and \$0.1519 multiplied by (b) Fifty Percent (50%), plus \$0.11.

In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate. Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate.

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Second Revised Sheet No. 7F Second Revised Sheet No. 7F : Effective
Superseding: First Revised Sheet No. 7F

Sheet No. 7F

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Third Revised Sheet No. 7H Third Revised Sheet No. 7H : Effective
Superseding: Second Revised Sheet No. 7H

Sheet No. 7H

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First Revised Sheet No. 7I First Revised Sheet No. 7I : Effective
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Sheet No. 7I

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First Revised Sheet No. 7J First Revised Sheet No. 7J : Effective
Superseding: Original Sheet No. 7J

Sheet No. 7J

is reserved for future use.

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 FERC Docket: RP96-200-021

First Revised Sheet No. 7K First Revised Sheet No. 7K : Superseded
 Superseding: Original Sheet No. 7K

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
TPC Corporation TGT @ Perryville	1956 See Formula below	FT	10,000	North and/or South Pooling
Area ANR @ Perryville				(East of
Chandler) Koch @ West Monroe				
Trunkline @ Richland				
Tennessee 100				
Tennessee 800				
CGT @ Perryville				
Tetco @ West Monroe				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.

The Index Spread shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (2) below. An additional \$0.04 per MMBtu shall be added to the monthly unit rate per MMBtu of Contract Demand as described below for deliveries to Columbia Gulf at Perryville.

- (1) Texas Gas Transmission, Zone 1 + \$0.015;
- (2) NorAm Gas Transmission (East)

If the Index Spread is less than \$0.02, then the unit rate per MMBtu of Contract Demand shall be \$0.02. If the Index Spread is greater than or equal to \$0.02 but less than or equal to Transporter's then effective maximum Tariff rate, as shown on its Statement of Effective Rates and Charges for Transportation of Gas, on a unit basis (the "Maximum Rate"), then the unit rate per MMBtu of Contract Demand shall be the Index Spread. If the Index Spread is greater than the Maximum Rate, then the unit rate per MMBtu of Contract Demand shall be (a) the difference between the Index Spread and the Maximum Rate, multiplied by (b) Sixty Percent (60%), plus (c) the Maximum Rate. In any event, however, the unit rate per MMBtu of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

As a condition for receiving the negotiated rates at eligible Secondary Delivery Points, Shipper shall notify Transporter by 9:00 a.m. on the day prior to the proposed flow at a Secondary Delivery Point if any Secondary Delivery Points will be nominated.

Effective Date: 01/01/1998 Status: Effective
 FERC Docket: RP96-200-029

Third Revised Sheet No. 7M Third Revised Sheet No. 7M : Effective
 Superseding: Second Revised Sheet No. 7M

STATEMENT OF NEGOTIATED RATES

Shipper Name Receipt Point(s) ----- -----	Contract Number Delivery Point(s) ----- -----	Rate Schedule -----	Contract Demand -----	Rate -----
NorAm Energy Services, Inc. NNG @ Red Moon	1402 CGT @ Perryville	FT	55,000	See Formula below
KN Energy	ANR @ Perryville			
Delhi @ Custer	TET @ West Monroe			
Enogex @ Lookeba	Koch @ West Monroe			
El Paso @ Line 2 South	Trunkline @ Richland			
	Tennessee 100			
	Tennessee 800			
	TGT @ Perryville			
	Sonat @ Perryville			
	IMC Sterlington Plant			

Formula Rate for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot Gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month. If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price. The Index Spread shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as authorized and in effect from time to time in Transporter's Tariff times the Index Price set forth in (1) below.

(1) The average of ANR Pipeline Company (OK) and Panhandle Eastern Pipeline Company (TOK);

(2) Columbia Gulf Transmission Company (LA) plus \$0.03.

If the Index Spread is less than \$0.10, then the unit rate per Dth of Contract Demand shall be \$0.10. If the Index Spread is greater than Transporter's then-effective maximum Tariff rate, as shown on its Statement of Effective Rates and Charges for Transportation of Gas, on a unit basis, including all applicable surcharges ("Maximum Rate"), then the unit rate per Dth of Contract Demand shall be (a) the difference between the Index Spread and the Maximum Rate, multiplied by (b) sixty percent (60%), plus (c) the Maximum Rate. Otherwise, the unit rate per Dth of Contract Demand shall be equal to the Index Spread. In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then-effective minimum Tariff rate.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP96-200-026

Original Sheet No. 7N Original Sheet No. 7N : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) -----	Contract Number Rate -----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----
Williams Energy Services TGT @ Perryville Company CGT @ Perryville MRT @ Glendale NGPL @ Hot Spring TGT @ Helena Tennessee 100 Tennessee 800 Trunkline @ Richland Sonat @ Perryville TGT @ West Monroe Koch @ West Monroe ANR @ Perryville	1981 See Formula Below	FT	15,000	Williams - Jane

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the month of Inside FERC's Gas Market Report for the Service Month. If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price. The Index Spread shall be the difference between the Index Prices specified in (1) and (2) below, obtained by subtracting (1) from (2):

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas, Zone SL

If the Index Spread is less than or equal to Transporter's then effective maximum Tariff rate, then the unit rate per Dth of Contract Demand shall be \$0.13.
If the Index Spread is greater than Transporter's then effective maximum Tariff rate, then the unit rate per Dth of Contract Demand shall be \$0.13, plus Fifty Percent (50%) of the amount of the Index Spread which is above Transporter's then effective maximum Tariff rate. In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

An additional \$.04 per Dth shall be added to the unit rate per Dth of Contract Demand, and Shipper shall pay such amount, for secondary deliveries to CGT @ Perryville.

Effective Date: 05/01/1999 Status: Effective

FERC Docket: RP96-200-037

Original Sheet No. 70 Original Sheet No. 70 : Effective

		STATEMENT OF NEGOTIATED RATES			
		Contract	Rate	Contract	Reservation
		Number	Schedule	Demand	Charge
Shipper Name	Receipt Point(s)	Delivery	Point(s)	(Dth)	(\$/Dth)
-----		-----	-----	-----	-----
Entergy Arkansas, Inc.	1002348	FT	50,000	\$2.28	See (1) Below
Amoco Red Oak	Entergy @ Lake Catherine				
Continental Choctaw	Entergy @ Couch				
Continental Panola	Entergy @ Mabelvale				
Duke Blue Mtn.	Entergy @ Moses				
Duke Cyclone Mtn.					
Duke Pine Mtn.					
ONG Latimer					
Oneok Potato Hill					
Transok Latimer					
Transok Limestone					
Transok Wilburton AC					
Vastar Wilburton					
UPRC Carthage					
Valero Panola					
Neutral Pooling Area Pools					
South Pooling Area Pools					
North Pooling Area					
West 1 Pooling Area					
West 2 Pooling Area					

- (1) The Commodity Rate shall be:
- \$0.01 per Dth for receipts from the specifically named physical receipt points listed above;
 - \$0.025 per Dth for receipts from Pools in the Neutral Pooling Area;
 - \$0.035 per Dth for receipts from Pools in the South Pooling Area;
 - \$0.045 per Dth for receipts from the West 1 and West 2 Pooling Areas; and
 - \$0.095 per Dth for receipts from the North Pooling Area.
- (2) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.
- (3) Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under Paragraph (1) above.
- (4) Transporter and Shipper intend that the minimum dollar amount collected for quantities transported under the contract which are eligible for the above specified rates will be \$0.085 per Dth. In order to achieve such amount, the Reservation Charge for any Month may be adjusted, based on eligible quantities transported for such Month. If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be the difference between \$2,635,000.00 and the dollar amount collected by Transporter attributable to eligible quantities transported to the Lake Catherine and Couch Delivery Points.
- (5) Authorized overrun quantities up to 50,000 Dth per Day, received from and delivered to the above listed points, shall receive the above specified rates (converted to a 100% load factor unit basis).
- (6) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason

during the term of the contract, and Shipper has termination right
in such event.

(7) Transporter also agreed to replace obsolete facilities at existing delivery points and install piping pursuant to its blanket construction authorization.

Effective Date: 05/15/1999 Status: Effective

FERC Docket: RP96-200-038

Original Sheet No. 7P Original Sheet No. 7P : Effective

STATEMENT OF NEGOTIATED

RATES

Shipper Name Receipt Point(s) ----- -----	Contract Number Delivery Point(s) ----- -----	Rate Schedule Point(s) ----- -----	Contract Demand (Dth/D) ----- -----	Reservation Charge (\$/Dth) ----- -----	Commodity ----- -----
Entergy Power, Inc. Neutral	1002372 Entergy Arkansas @ Ritchie	FT	45,000	\$2.43	See (1) Below

Amoco Red Oak

Continental Choctaw

Continental Panola

Duke Blue Mtn.

Duke Cyclone Mtn.

Duke Pine Mtn.

ONG Latimer

Oneok Potato Hill

Transok Latimer

Transok Limestone

Transok Wilburton AC

Vastar Wilburton

South

UPRC Carthage

Valero Panola

Neutral Pooling Area Pools

South Pooling Area Pools

North Pooling Area

West 1 Pooling Area

West 2 Pooling Area

(1) The Commodity Rate shall be:

(a) \$0.01 per Dth for receipts from the specifically named physical receipt points listed above under the Neutral heading;

(b) \$0.02 per Dth for receipts from Pools in the Neutral Pooling Area;

(c) \$0.03 per Dth for receipts from the specifically named physical receipt points listed above under the South heading and Pools in the South Pooling Area;

(d) \$0.05 per Dth for receipts from the West 1 and West 2 Pooling Areas; and

(e) \$0.09 per Dth for receipts from the North Pooling Area.

(2) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.

(3) Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received at the point or from

the Pool which would be charged the highest rate under Paragraph (1) above.

(4) Transporter and Shipper intend that the minimum dollar amount collected for quantities transported under the contract which are eligible for the above specified

rates will be \$0.09 per Dth. In order to achieve such amount, the Reservation Charge for any Month may be adjusted, based on eligible quantities transported for such Month. If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be the difference between \$506,250.00 and the dollar amount collected by Transporter attributable to eligible quantities transported to the Delivery Point listed above.

(5) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event.

Effective Date: 06/01/1999 Status: Effective
 FERC Docket: RP96-200-039

Original Sheet No. 7Q Original Sheet No. 7Q : Effective

STATEMENT OF NEGOTIATED RATES				
Shipper Name	Contract	Rate	Contract	Reservation
Commodity	Number	Schedule	Demand (Dth/D)	Charge (\$/Dth)
Receipt Point(s)	Delivery	Point(s)		
-----	-----	-----	-----	-----
Southwestern Energy Services Company	1002385	FT	5,000	\$0.60
See (1) Below Neutral Pooling Area	MRT @ Glendale			
	TET @ Bald Knob			

- (1) The Commodity Rate shall be:
 - (a) \$0.01 per Dth for deliveries to MRT @ Glendale; and
 - (b) \$0.02 per Dth for deliveries to TET @ Bald Knob.
- (2) Transporter and Shipper intend that the minimum dollar amount collected for quantities transported under the contract and delivered at the MRT @ Glendale Delivery Point which are eligible for the above specified rates will be \$4,500.00. If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be the difference between \$4,500.00 and the dollar amount collected by Transporter for eligible quantities delivered to MRT @ Glendale.
- (3) Authorized overrun quantities up to 5,000 Dth per Day, received from and delivered to the above listed points, shall receive the above specified rates (converted to a 100% load factor unit basis).
- (4) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event.

Effective Date: 08/01/1997 Status: Effective
FERC Docket: RP96-200-024

First Revised Sheet No. 7E.01 First Revised Sheet No. 7E.01 : Effective
Superseding: Original Sheet No. 7E.01

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) -----	Contract Number Rate -----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----
Conoco, Inc. Perryville	1552 See Formula below	FT	11,500	Goldsby Plant CGT @

Formula Rates for Services up to Contract Demand:

The formula rate will be based on the following index prices as reflected for spot gas delivered to the pipelines at the points indicated, as published in the first monthly issue of Inside FERC's Gas Market Report for the Service Month, ("Index Price"). The Index Spread shall be equal to (a) the amount remaining when the Index Price specified in (1) below is subtracted from the Index Price specified in (2) below, less (b) the Compressor Fuel Value calculated as described below.

- (1) ONG-Oklahoma, plus \$0.02;
- (2) Columbia Gulf Transmission Company - Louisiana, plus \$0.04.

The Compressor Fuel Value shall be calculated by multiplying the applicable Compressor Fuel percentage as specified and in effect from time to time in NGT's Tariff times the Index Price set forth in (1) above.

If the Index Spread is less than \$0.06 per MMBtu (hereinafter referred to as the "Base Rate"), then the rate per MMBtu of Contract Demand shall be the Base Rate. If the Index Spread is equal to or greater than the Base Rate, but less than or equal to NGT's then-current maximum applicable unit rate, calculated on an assumed 100% load factor basis, including all applicable charges, for Rate Schedule FT service (herein the "Maximum"), then the rate per MMBtu of Contract Demand shall be the Index Spread. If the Index Spread is greater than the Maximum, then the rate per MMBtu of Contract Demand shall be the Maximum plus fifty percent (50%) of the amount of the Index Spread exceeding the Maximum.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP96-200-026

Third Revised Sheet No. 7G.01 Third Revised Sheet No. 7G.01 : Effective
Superseding: Second Revised Sheet No. 7G.01

Sheet No. 7G.01

is reserved for future use.

Effective Date: 06/01/1999 Status: Effective

FERC Docket: RP96-200-039

Seventh Revised Sheet No. 7E.02 Seventh Revised Sheet No. 7E.02 : Effective
Superseding: Sixth Revised Sheet No. 7E.02

Sheet Nos. 7E.02 - 7M
are reserved for future use.

Effective Date: 04/01/1998 Status: Effective

FERC Docket: RP96-200-031

Fourth Revised Sheet No. 7E.03 Fourth Revised Sheet No. 7E.03 : Superseded
Superseding: Third Revised Sheet No. 7E.03

Sheet No. 7E.03
is reserved for future use.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP96-200-020

Second Revised Sheet No. 8 Second Revised Sheet No. 8 : Effective
Superseding: First Revised Sheet No. 8 - 11

ADDITIONAL INFORMATION

Note: In addition to any of the above referenced rates, unless otherwise agreed to by Transporter, Shipper shall pay all applicable charges as contained within Transporter's Tariff. Shipper shall also provide Compressor Fuel in such additional quantities as specified in Transporter's Tariff.

The Recourse Rates applicable to each service are the maximum rates applicable for the referenced Rate Schedule stated in Transporter's currently effective Statement of Effective Rates and Charges. In addition, Shipper shall pay all applicable charges as contained within Transporter's Tariff.

The above Negotiated Rates do not apply as the price cap for capacity release transactions. In addition, the Negotiated Rate contracts do not deviate in any material aspect from the Form of Service Agreement contained within Transporter's Tariff.

If Shipper's Receipt Points are referred to herein as "East of Chandler", such reference shall mean that supplies received from Pools containing supplies sourced, and physical Receipt Points located east of Chandler Compressor Station, shall be eligible for the applicable Negotiated Rates. If Shipper's Receipt Points are described as "_____ Pooling Area," such reference shall mean that all generally available physical Receipt Points and Pools located in such Pooling Area are eligible for the applicable Negotiated Rates.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP96-200-020

Sheet No. 9-11 Sheet No. 9-11 : Effective

Sheet Nos. 9 through 11
are reserved for future use.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Second Revised Sheet No. 12 Second Revised Sheet No. 12 : Effective
Superseding: First Revised Sheet No. 12

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

	MAXIMUM \$/Dth -----
RATE SCHEDULE SBS - SHORT TERM BALANCING SERVICE -----	
DAILY ADVANCE RECEIPT RATE	\$0.0239
DAILY ADVANCE DELIVERY RATE	\$0.0239
CARRYOVER ADVANCE RECEIPT RATE	\$0.1042
CARRYOVER ADVANCE DELIVERY RATE	\$0.1042

MINIMUM RATES:

The minimum applicable rates for the above service shall be \$0.0000.

Effective Date: 12/31/1996 Status: Effective

FERC Docket: RP97-193-000

Eighth Revised Sheet No. 13 Eighth Revised Sheet No. 13 : Effective
Superseding: Seventh Revised Sheet No. 13

Sheet No. 13 is
reserved for future use.

Effective Date: 11/01/1995 Status: Effective

FERC Docket: TM96-1-31-000

Second Revised Sheet No. 14 Second Revised Sheet No. 14 : Effective

Superseding: First Revised Sheet No. 14

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

CURRENTLY EFFECTIVE FUEL PERCENTAGES

RECEIPTS FROM:	DELIVERIES TO:		
	WEST	NORTH	SOUTH
	-----	-----	-----
RATE SCHEDULES FT OR IT			
WEST	1.42%	3.68%	3.00%
NORTH	3.68%	2.26%	3.84%
SOUTH	3.00%	3.84%	1.58%

SYSTEMWIDE

RATE SCHEDULE FT-S	2.04%
RATE SCHEDULE IT-S	2.04%
RATE SCHEDULE NNTS	3.80%
RATE SCHEDULES FSS/ISS	2.71%

COMPRESSOR FUEL RATES:

Transporter shall retain Compressor Fuel equal to the product of the applicable Compressor Fuel percentage and the quantity received by Transporter.

FUEL PERCENTAGE TRACKING MECHANISM:

The above fuel percentages will be adjusted by filings made on October 1 and April 1 of each year prospectively on November 1 and May 1 of each year and shall be determined to reflect actual data updated for the 12-month period ended December 31 and June 30 of each year. Such adjustments shall be made through a limited Section 4 rate filing.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 57-002

Second Revised Sheet No. 15 Second Revised Sheet No. 15 : Effective
Superseding: First Revised Sheet No. 15

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

MISCELLANEOUS CHARGES	\$/Dth	
UNAUTHORIZED SERVICE FEE	\$10.00	
CYCLING PENALTY CHARGE	\$ 0.25	
EXCESS SERVICE RATE	\$ 5.00	
UNAUTHORIZED GAS CHARGE	\$ 0.25	
OFO (FAILURE TO COMPLY)	\$25.00	
		RANGE OF UNAUTHORIZED QUANTITIES
EXCESS CONTRACT QUANTITIES RATE	\$10.00	>2% to ó 5%
	The greater of \$25.00 or the Gas Cost	>5% to ó10%
	The greater of \$50.00 or the Gas Cost	>10%

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94-343-015

First Revised Sheet Nos. 16-26 First Revised Sheet Nos. 16-26 : Effective
Superseding: Original Sheet Nos. 16-26

Sheet Nos. 16 through 26
are reserved for future use.

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94-343-015

First Revised Sheet No. 28 First Revised Sheet No. 28 : Effective
Superseding: Original Sheet No. 28

Sheet No. 28

is reserved for future use.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP97-528-000

Second Revised Sheet No. 34 Second Revised Sheet No. 34 : Effective
Superseding: First Revised Sheet No. 34

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

Receipt Entitlement(s) and appropriate quantities and, if applicable, Primary Receipt Points and MRO's. For new service under Rate Schedule FT, a Shipper shall indicate desired Receipt Entitlement(s), Primary Delivery Points and, if applicable, Primary Receipt Points consistent therewith in its request for service, and such entitlements, if approved, will be specified in Shipper's Service Agreement. The sum of Shipper's total Receipt Entitlements shall not exceed Contract Demand, nor shall the sum of Shipper's total Maximum Delivery Obligations exceed Contract Demand.

3. RATES:

3.1 Subject to Section 3.2 below, the rate charged for service hereunder shall consist of:

- (a) Reservation Charge: The currently effective Reservation Charge shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Overrun Rate: The currently effective Overrun Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Reservation Charge Adjustment Rate: The currently effective Reservation Charge Adjustment Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

Effective Date: 05/02/1997 Status: Effective

FERC Docket: RP97- 57-000

Second Revised Sheet No. 35 Second Revised Sheet No. 35 : Effective
Superseding: First Revised Sheet No. 35

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

(e) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 If a Shipper qualifies as a Small Customer and so elects when requesting service, in lieu of the two-part Reservation Charge and Commodity Rate specified above, Shipper shall pay the one-part currently effective Small Customer Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, and in lieu of the Overrun Rate specified above, such Shipper shall pay the currently effective Small Customer Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Failure by a Small Customer Shipper to first fully utilize its daily firm entitlement to service hereunder prior to either tendering Gas for transport under Rate Schedule IT or as a replacement Shipper through released capacity or receiving Gas from another Shipper at the Small Customer Shipper's Delivery Point(s) shall render the Small Customer Shipper ineligible for the one-part rate. For purposes hereof, a Small Customer shall be one which was purchasing Gas under Transporter's superseded Rate Schedule G-2 on May 18, 1992, to the extent its service entitlement hereunder represents a conversion of its former firm bundled sales service entitlement.

Effective Date: 05/02/1997 Status: Effective

FERC Docket: RP97- 57-000

Second Revised Sheet No. 38 Second Revised Sheet No. 38 : Effective

Superseding: First Revised Sheet No. 38

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

consistent with the discount agreement between Shipper and Transporter.

- (b) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule FT are those quantities that (i) exceed, on any Day, one hundred two percent (102%) of the Contract Limitations (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed 102% of the total quantity which Shipper is authorized to transport); and (ii) are unauthorized Overrun Gas. Excess Contract Quantities under Rate Schedule FT are categorized by percentage of Shipper's Contract Limitations or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;
greater than 105% but less than or equal to 110%; and greater than 110%.

If a Shipper's total unauthorized Overrun Gas quantities under Rate Schedule FT are less than both 50 MMBtu and 10% of its Contract Limitations, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. A Shipper's bill for a Service Month in which Excess Contract Quantities are transported shall be adjusted by adding to it the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess

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FERC Docket: RP97- 57-000

Original Sheet No. 38A Original Sheet No. 38A : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

Contract Quantities Rate, as specified in
Transporter's Statement of Effective Rates
and Charges for Transportation of Gas contained
in this Tariff. Transporter may waive all or
part of any such charges.

- (c) Monthly Imbalances: A bill for a Service Month
may be adjusted in the event that Shipper has
Monthly Imbalances, as described in Section 5.7
of the General Terms and Conditions.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 57-002

Third Revised Sheet No. 39 Third Revised Sheet No. 39 : Effective
Superseding: Second Revised Sheet No. 39

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

5.3 Overrun Gas.

- (a) Authorized Overrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account on any Day during the Service Month in excess of the Contract Limitations. Transporter's consent to authorized Overrun Gas quantities may be rescinded, and notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's EBB; provided, however, that Transporter shall also make reasonable efforts to contact those Shippers who had nominated and scheduled authorized overrun quantities for the Day prior to the posting, via telephone, facsimile or mutually agreeable electronic data interchange, which may occur during the scheduling process. Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule IT, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.
- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 5.3(a) above, shall be considered unauthorized.

Effective Date: 05/02/1997 Status: Effective

FERC Docket: RP97- 57-000

Second Revised Sheet No. 66 Second Revised Sheet No. 66 : Effective
Superseding: First Revised Sheet No. 66

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

(a) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

(b) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 Shipper shall provide and Transporter shall retain Compressor Fuel in-kind in the percentage and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Such retention shall be in addition to any Storage Fuel which Shipper shall provide and Transporter shall retain for service under Rate Schedule ISS.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions.

Effective Date: 05/02/1997 Status: Effective

FERC Docket: RP97- 57-000

Second Revised Sheet No. 67 Second Revised Sheet No. 67 : Effective

Superseding: First Revised Sheet No. 67

RATE SCHEDULE IT

INTERRUPTIBLE TRANSPORTATION SERVICE

(continued)

5. MONTHLY BILL:

5.1 Calculation. The bill for a Service Month shall be the product of the Commodity Rate and the total MMBtu of Gas delivered during the Service Month, including any Overrun Gas, whether authorized or unauthorized.

5.2 Adjustments.

- (a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule IT are those quantities that (i) exceed, on any Day, one hundred two percent (102%) of Shipper's Maximum Contract Quantity (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed 102% of the total quantity which Shipper is authorized to transport); and (ii) are unauthorized Overrun Gas. Excess Contract Quantities under Rate Schedule IT are categorized by percentage of Shipper's scheduled quantities or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;

greater than 105% but less than or equal to 110%; and

greater than 110%.

If a Shipper's total unauthorized Overrun Gas quantities under Rate Schedule IT are less than both 50 MMBtu and 10% of its Maximum Contract Quantity, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. A Shipper's bill for a Service Month in which Excess Contract Quantities are transported shall be adjusted by adding to it the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of

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FERC Docket: RP97- 57-000

Original Sheet No. 67A Original Sheet No. 67A : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

Effective Rates and Charges for Transportation
of Gas contained in this Tariff. Transporter
may waive all or part of any such charges.

- (b) Monthly Imbalances: A bill for a Service Month may
be adjusted in the event that Shipper has Monthly
Imbalances

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FERC Docket: RP97- 57-002

Third Revised Sheet No. 68 Third Revised Sheet No. 68 : Effective
Superseding: Second Revised Sheet No. 68

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

as described in Section 5.7 of the General
Terms and Conditions.

5.3 Overrun Gas.

- (a) Authorized Overrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account on any Day during the Service Month in excess of the Maximum Contract Quantity. Transporter's consent to authorized Overrun Gas quantities may be rescinded, and notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's EBB; provided, however, that Transporter shall also make reasonable efforts to contact those Shippers who had nominated and scheduled authorized quantities for the Day prior to the posting, via telephone, facsimile or mutually agreeable electronic data interchange, which may occur during the scheduling process. Transporter may render the requested service hereunder if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations and such quantities shall be considered authorized Overrun Gas for purposes of this Rate Schedule.
- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas so authorized as described in Section 5.3(a) above, shall be considered unauthorized.

5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

6. TRANSPORTATION OF GAS TO AND FROM STORAGE.

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

Original Sheet No. 91A Original Sheet No. 91A : Effective

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

Service hereunder shall consist of:

- (a) the receipt during the Injection Period of Gas by Transporter for Shipper's account at the Storage Point(s) of Injection in quantities up to the Maximum Storage Quantity and at rates up to the Maximum Daily Injection Quantity and

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

result in either Shipper exceeding or failing to meet any maximum or minimum quantity requirements or limitations applicable under its Service Agreement. If such transfer of title shall occur, the original Shipper shall be responsible for charges applicable to the transportation to Storage Points of Injection as if such quantities had been delivered to such Shipper's other Delivery Points and for all storage charges up to the date of such transfer, and the succeeding Shipper shall be responsible for all storage charges applicable to such Gas under its Service Agreement on and after the date of transfer and for separately paying charges upon withdrawal for the transportation of such Gas to its Delivery Point(s).

Transferor and transferee shall notify Transporter of the proposed sale, and the transfer shall be effective upon actual receipt of notice by Transporter. Such notification must be accompanied by valid nomination revisions to the extent such in-field transfer affects previously submitted nominations. Such notification shall be in writing (and may be transmitted to Transporter by facsimile), shall be signed by transferor and transferee, and shall state:

- (a) the effective date of the proposed transfer;
- (b) the quantity of Gas to be sold; and
- (c) the requirements of this Section 8 have been met; and
- (d) each Shipper's storage service rights and obligations will be subject to the provisions of this Rate Schedule and the terms and conditions of Transporter's Tariff.

Upon actual receipt of such notification, Transporter may act in reliance thereon without liability in damages to either Shipper. Such transfers shall be subject to the terms and conditions of this Tariff as applicable. Nothing herein shall limit Transporter's right to utilize in-field transfers for system operations purposes in accordance with the provisions of Section 20.4(e) of the General Terms and Conditions. NGT will post on its EBB notice of any in-field transfer made for system operations purposes.

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Superseding: Original Sheet No. 111

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests storage of Gas on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that storage service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for storage containing the items listed commencing on Sheet No. 324 of this Tariff;
- (c) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible storage service requested; and
- (d) Shipper and Transporter have either executed a Service Agreement for interruptible storage service in the form commencing on Sheet No. 335 of this Tariff, or Shipper has tendered (including, via facsimile) a letter or other writing evidencing the agreement of Shipper to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the storage of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for storage service on an interruptible basis of quantities up to the Interruptible Maximum Storage Quantity, the Interruptible Maximum Daily Injection Quantity, or the Interruptible Maximum Daily Withdrawal Quantity, as applicable, and subject to the provisions of the Service Agreement, this Rate Schedule and the General Terms and Conditions of this Tariff.

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transport on any Day the Interruptible Maximum Daily Withdrawal Quantity from Storage Points of Withdrawal. Scheduling of requested injections or withdrawals hereunder shall be subject to confirmation of the required scheduled transportation service.

- 2.4 Transporter at any time may give Shipper notice to withdraw all or part of its Working Gas Quantity and Shipper shall be obligated to do so within 30 days after such notice. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice to withdraw all or part of such quantities and Shipper shall be obligated to do so within forty-eight (48) hours of such notice. Shipper shall use best efforts to reduce the Interruptible Working Gas Quantity to zero (0) MMBtu by the end of each Storage Contract Year. Shipper shall, within 30 Days following expiration or termination of the Service Agreement or within the applicable period following a request from Transporter, withdraw from storage all or part, as applicable, of the Gas remaining in storage for the account of Shipper. If Shipper fails for any reason to withdraw such Gas within the applicable period, then Transporter may retain possession of and title to all such remaining Gas and Shipper shall relinquish all claims thereto provided that such applicable period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.4 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's gas in storage pursuant to the notice provisions contained in said Section 20.
- 2.5 The Interruptible Maximum Storage Quantity shall be specified in the Service Agreement.

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RATE SCHEDULE PS
POOLING SERVICE
(Continued)

- (b) Pool Manager shall also assume responsibility for matching the Gas received by Transporter at entry into its system with quantities scheduled for delivery for the account of the Shipper nominating the Pool as a Receipt Point.
- (c) Pool Manager shall submit its nominations and allocation information to Transporter via its pooling nominations as provided in Section 5.3 of Transporter's General Terms and Conditions.

2.3 Pool Receipts and Deliveries.

- (a) Each Pool shall have access to all physical Point(s) of Receipt available to the Pool within the applicable Pooling Area. Transporter shall provide a master list of generally available Receipt Points for each Pooling Area upon request.
- (b) Subject to capacity constraints and operational conditions from time to time, a Pool Manager may receive under its Service Agreement Gas from Points of Receipt available to the Pool within a Pooling Area and aggregate and deliver said supplies into the appropriate Pool for such Pooling Area at the initial point of entry into Transporter's Transmission System.
- (c) A Pool Manager may nominate deliveries under its Service Agreement as transfers to other Pools in accordance with Section 5.3(b) of the General Terms and Conditions, subject to applicable limitations, and as receipts for other Shippers under downstream Service Agreements for physical deliveries from Transporter's system and/or deliveries to Storage Points of Injection. Subject to the availability of capacity and prevailing operating conditions on Transporter's system, Transporter shall permit

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RATE SCHEDULE PS
POOLING SERVICE
(continued)

and accept nominated and scheduled outgoing Pool Transfer quantities in a manner such that Undersupplies are maintained in the outgoing Pool ("in-whole" basis). In the event of a curtailment, as provided in Section 10 of the General Terms and Conditions of this Tariff, Transporter will curtail nominated and scheduled Pool Transfers prior to curtailments of physical deliveries to Transporter.

- 2.4 Imbalances. Imbalances in a Pool are calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of such Pool. In the event of Oversupplies or Undersupplies in a given Pool, the Service Agreement under which the pooling service is rendered will have an Imbalance for each individual Pooling Area, as applicable. Monthly Imbalances for different Pooling Areas under Pool Manager's Service Agreement may be offset against one another if Pool Manager pays a fee or charge as described in Section 5.7(c)(ii)(3) of Transporter's General Terms and Conditions, and otherwise complies with the requirements of such sub-section. Pool Managers can resolve Imbalances during the Month by revising nominations, subject to the availability of capacity and operational conditions. Any Imbalance remaining at the end of a Month shall be cashed-out in accordance with the provisions of Section 5.7(c)(ii) of Transporter's General Terms and Conditions.
- 2.5 Performance. Transporter shall not have any liability to a Pool Manager or any other Shipper as a result of Transporter's reliance on the performance by a Pool Manager of its obligations hereunder, and each Pool Manager shall indemnify Transporter from and against any and all losses, damages, expenses, claims, actions or proceedings threatened, incurred or initiated as a result of Transporter's reliance on such performance.
- 2.6 Creditworthiness. Pool Managers or potential Pool Managers shall be required to comply with the provisions of Section 14 of the General Terms and

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Original Sheet No. 127A Original Sheet No. 127A : Effective

RATE SCHEDULE PS
POOLING SERVICE
(continued)

Conditions of this Tariff. For purposes of Section 14.5, Transporter may require security as provided for therein, based on rates and charges which may be assessed or incurred hereunder.

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RATE SCHEDULE PS
POOLING SERVICE
(continued)

3. RATES AND OTHER CHARGES:

Transporter shall not charge Pool Manager a rate for service under this Rate Schedule. Pool Manager is subject to and will be invoiced for balancing and other fees, penalties and charges (including for other services provided under other Rate Schedules) in accordance with the General Terms and Conditions of this Tariff. If, with respect to all or particular pooling activities, Transporter has declared curtailment or invoked the provisions of Section 20 of the General Terms and Conditions, and during one or more Days in the Service Month Pool Manager's pooling activities constitute pooling activities that may result in penalties as described in the notice issued by Transporter under Section 22.8 of the General Terms and Conditions, then Pool Manager shall be subject to and pay a charge in an amount equivalent to the sum of the products of:

- (i) the quantities by which Pool Manager's pooling activities are greater or less than the quantities authorized and scheduled by Transporter, within each of the following ranges:

- greater than 2% but less than or equal to 5%;
 - greater than 5% but less than or equal to 10%;
 - and
 - greater than 10%;

multiplied by

- (ii) the applicable Excess Contract Quantities Rate for each of the above percentage ranges as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

Transporter may waive all or part of any such charges. Transporter may communicate information about curtailments, activities under Section 20, and authorized and scheduled quantities to Pool Manager via Transporter's EBB. However, Transporter shall also make reasonable efforts to contact Pool Managers who had

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Superseding: Original Sheet No. 128A

RATE SCHEDULE PS

POOLING SERVICE

(continued)

nominated and scheduled quantities for the Day prior to any posting which communicates information about unauthorized Pooling activities. Such notification efforts shall be via telephone, facsimile or mutually agreeable electronic data interchange and may occur during the scheduling process.

4. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except as otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to pooling service rendered under this Rate Schedule and, by this reference, are made a part hereof. For purposes of the applicable General Terms and Conditions, references to Shipper shall refer to the Pool Manager.

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Sheet Nos. 129 through 134
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Superseding: Original Sheet No. 135

RATE SCHEDULE SBS

SHORT-TERM BALANCING SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests short-term Imbalance resolution service on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that Transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for service containing the items listed commencing on Sheet No. 324 or 329, as applicable, of this Tariff;
- (c) Shipper has, or on the effective date of service hereunder will have, in effect a Service Agreement for transportation under Rate Schedule FT, IT or PS;
- (d) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible service requested; and
- (e) Shipper and Transporter have either executed a Service Agreement, or an amendment to an existing Service Agreement, for transportation service under Rate Schedule FT, IT or PS in the applicable form commencing on Sheet No. 334A of this Tariff which provides for interruptible short-term balancing service as an adjunct to such transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the short-term advance of Gas by Shipper or Transporter, and the subsequent delivery or return thereof, pursuant to a Service Agreement executed by Transporter and Shipper providing for such services on an interruptible basis, in conjunction with transportation services, up to the Maximum Advance Delivery and/or Advance Receipt Quantities, or such greater quantities agreed to by Transporter, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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Superseding: Original Sheet No. 136

RATE SCHEDULE SBS

SHORT-TERM BALANCING SERVICE

(Continued)

2.2 Service hereunder shall consist of:

- (a) the short-term advance delivery (i.e., prior to the injection of equivalent quantities for Shipper's account into Transporter's system) of Gas by Transporter for Shipper's account at Point(s) of Delivery, and the subsequent return of the advanced Gas ("Advance Delivery"); and
- (b) the short-term advance receipt of Gas by Transporter at Point(s) of Receipt and the subsequent (one or more Days) delivery for Shipper's account at the Point(s) of Delivery ("Advance Receipt"),

all such services to be in accordance with a Service Agreement.

- 2.3 Service under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. Transporter shall have no obligation to provide services hereunder for or during any Day if it determines that to do so may interfere with its ability to provide services under other Rate Schedules (firm or interruptible) of this Tariff or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
- 2.4 Shipper's Service Agreement shall designate whether Shipper may receive Advance Delivery or Advance Receipt services, or both, under this Rate Schedule and the applicable Maximum Advance Receipt or Delivery Quantity(ies).
- 2.5 Any particular Advance Receipt or Advance Delivery services provided under this Rate Schedule shall be for a period of at least one Day to no more than thirty (30) days, but such period may be extended if Transporter agrees. When Shipper schedules delivery of Gas in its Advance Receipt account, all such quantities shall be deemed as having been received at the Receipt Point(s) at which the Advance Receipt Gas entered Transporter's system. Shipper shall be obligated to return all quantities of Gas advanced by

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RATE SCHEDULE SBS
SHORT-TERM BALANCING SERVICE
(continued)

Transporter as an Advance Delivery and such return must occur at Receipt Point(s) agreed to by Transporter in the same Pooling Area as the Advance Delivery unless Transporter permits or requires otherwise. If Transporter accepts return of Advance Delivery Gas at a Receipt Point different than that agreed to or contemplated when Transporter billed Shipper for the delivery under the applicable transportation service, Transporter, on a subsequent invoice, may adjust Shipper's invoice for transportation service for the Service Month during which such Advance Delivery occurred to reflect any additional amounts owed as a result of the changed Receipt Point and Shipper shall pay Transporter such additional amounts.

- 2.6 Shipper must nominate any services requested hereunder (including the delivery of Advance Receipt Gas and return of Advance Delivery Gas) and service shall not be available or authorized until scheduled by Transporter. Shipper's nomination must designate the applicable Point(s) of Receipt and/or Delivery and quantities applicable thereto. For the advance of Gas under Advance Delivery transactions, Shipper shall nominate, under the Service Agreement to which service under this Rate Schedule is adjunct, the Delivery Point(s) at which it desires such Gas be delivered, and in the corresponding receipt nomination, in lieu of a Receipt Point, its supply source shall be its Advance Delivery Account. For the delivery of Gas previously received under Advance Receipt transactions, Shipper shall nominate, under the Service Agreement to which service under this Rate Schedule is adjunct, the Delivery Point(s) at which it desires such Gas be delivered, and in the corresponding receipt nomination, in lieu of a Receipt Point, its supply source shall be its Advance Receipt Account; however, Shipper also shall specify the applicable Receipt Point(s) at which the prior Advance Receipt occurred. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at a later time than generally provided for in Section 5 of the General Terms and Conditions.

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RATE SCHEDULE SBS

SHORT-TERM BALANCING SERVICE

(Continued)

- 2.7 Shipper must return, or have delivered, Gas in its Advance Delivery, or Advance Receipt, as applicable, account (a) by the close of the permitted period as specified in Section 2.5 above or (b) within forty-eight (48) hours (or such longer period as may be specified) of receipt of, and in accordance with, a notification from Transporter.
- 2.8 Unless Transporter agrees otherwise, return of Advance Delivery Gas shall occur on a first-out, first-in basis and delivery of Advance Receipt Gas shall occur on a first-in, first-out basis.
- 2.9 Transporter shall not be required to schedule service under this Rate Schedule if, in Transporter's judgment at the time of the request, to do so would result in an increased Imbalance for the transportation service rendered (or applicable Pool) under the Service Agreement. In the event that the receipt, return or delivery of Gas in Shipper's Advance Receipt, or Advance Delivery, account, as applicable, is scheduled and adequate quantities are not tendered at the Receipt Point(s), or taken at the Delivery Point(s), as applicable, Transporter will not debit or credit such deficient quantities to the account(s). Additionally, in the event that Shipper furnishes nominations for receipts and deliveries not related to service under this Rate Schedule, as well as nominations for receipts and/or deliveries which are contemplated to affect its Advance Delivery or Advance Receipt account, quantities will be allocated in such a manner so that the nominations submitted to affect Shipper's Advance Delivery, or Advance Receipt, account, as applicable, are satisfied last.
- 2.10 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder.
- 2.11 For purposes of scheduling, allocations and curtailment pursuant to Sections 5 and 10 of the General Terms and Conditions of this Tariff, services

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RATE SCHEDULE SBS

SHORT-TERM BALANCING SERVICE

(Continued)

requested or provided under this Rate Schedule shall have a lower priority than all other services, including those under Rate Schedule IT, except that the priority for return of Advance Delivery Gas when directed by Transporter pursuant to Section 2.7(b) above shall be subordinate only to service under Rate Schedules FT or NNTS at primary points. If Transporter cannot satisfy all the requests for services, or continue services already scheduled, under this Rate Schedule, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

- 2.12 Prior to the effective date of any release of capacity pursuant to Section 19 of the General Terms and Conditions of the Tariff, Shipper shall reduce to zero any outstanding balance in its Advance Receipt or Advance Delivery account related to the Service Agreement under which it has offered to release capacity if such release would prevent or reduce its ability to deliver or return Gas to resolve such outstanding balances.

3. RATES:

- 3.1 The rate charged for service hereunder shall consist of:

- (a) Daily Rate: The currently effective Daily Advance Receipt or Advance Delivery, as applicable, Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Carryover Rate: The currently effective Carryover Advance Receipt or Advance Delivery, as applicable, Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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RATE SCHEDULE SBS

SHORT-TERM BALANCING SERVICE

(continued)

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. If Transporter gives a discount of the maximum rate to a Shipper that is a marketing affiliate of Transporter, Transporter will do so in a manner consistent with 18 C.F.R. 161.3(h)(1), (2), as such provision may be in effect from time to time. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a Service Month shall be the sum of:

- (a) for each Day during which Shipper has not reduced its Advance Delivery or Advance Receipt account to zero, the product of the applicable Daily Rate and the total MMBtu of Advance Delivery and/or Advance Receipt Gas in Shipper's account on that Day, and
- (b) if Shipper did not reduce its Advance Delivery or Advance Receipt account to zero by the end of a Month, the product of the applicable Carryover Rate and the total MMBtu of Gas remaining in the applicable account(s) on the first Day of the subsequent Month.

5.2 Other Charges and Retentions.

- (a) If Shipper fails to return Advance Delivery Gas when required to do so under this Rate Schedule, unless Transporter otherwise agrees, Shipper shall be obligated to pay Transporter for the deficient quantities calculated on the same basis as for Undersupplies using the higher of

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RATE SCHEDULE SBS
SHORT-TERM BALANCING SERVICE
(Continued)

the applicable Index Price for the Month of the advance, or for the Month in which return was required, and a premium factor of 1.5.

- (b) If Shipper fails to withdraw from its Advance Receipt account all (or part, if so directed by Transporter) of such Gas when required to do so under this Rate Schedule, unless Transporter otherwise agrees, Transporter shall take title to such Gas free and clear of any adverse claims; provided, however, for purposes of Section 2.7(a) above, if, and to the extent that, Transporter had no transport capacity available on its system (including to alternate points) which prevented Shipper from arranging for such withdrawal on a timely basis, such title transfer shall be suspended or delayed.

- (c) A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

5.3 Suspension of Daily Rate. If, and to the extent that, Shipper nominates to return Advance Delivery Gas and Transporter does not have any capacity available on its system on that Day to schedule such receipts (including at alternate points), Transporter shall suspend the Daily Rate for the quantity of Gas and for the period for which capacity was unavailable.

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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GENERAL TERMS AND CONDITIONS

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Third Revised Sheet No. 163 Third Revised Sheet No. 163 : Effective
Superseding: Sub Second Revised Sheet No. 163

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETIVE MATTERS:

1.1 Definitions. The following terms when used with initial capital letters in this Tariff or in any Service Agreement shall, unless the context otherwise specifically requires, have the meaning ascribed to each as follows:

Accrual Period. See Section 5.7.

Additional Individual Receipt Points. See Section 5.1.

Advance Delivery. See Section 2.2(a) of Rate Schedule SBS.

Advance Receipt. See Section 2.2(b) of Rate Schedule SBS.

Base Period. See Section 27.2

British Thermal Unit or Btu shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute (psia).

Business Day shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Buyer. See Rate Schedule USS.

Carryover Costs. See Section 23.9.

Cash Balancing Revenue Credit. See Section 5.7(c) (ii) (2)B.

Cash-Out Crediting Revenues. See Section 5.7(c) (ii) (2) (B).

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Fourth Revised Sheet No. 165 Fourth Revised Sheet No. 165 : Effective
Superseding: Third Revised Sheet No. 165

GENERAL TERMS AND CONDITIONS
(continued)

Gross Heating Value shall mean the number of British Thermal Units produced by the combustion at constant pressure of the amount of dry Gas which would occupy a volume of one cubic foot at a temperature of sixty degrees (60ø) Fahrenheit and under an absolute pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air, and when the water formed by combustion is condensed to the liquid state.

Imbalance shall mean the difference in the MMBtu or quantity of Gas which Shipper receives at the Point(s) of Delivery and the MMBtu or quantity of Gas which Transporter receives for the account of Shipper at the Point(s) of Receipt (exclusive of the quantity received as Storage Fuel, if any, and Compressor Fuel) at any time or during any given period under a Service Agreement.

Index Price shall mean the arithmetic average of the daily prices quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the last two weeks of the Month and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, the Index Price shall be derived in the same manner, using the weekly spot prices quoted in Inside FERC's Gas Marketing Report. Transporter will post on its EBB, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Injection Period. See Section 7 of Rate Schedule FSS.

Interruptible Maximum Daily Injection Quantity. See Section 6 of Rate Schedule ISS.

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GENERAL TERMS AND CONDITIONS
(continued)

IT Cash Balancing Revenue Credit. See Section 5.7.

IT Credit Account. See Section 5.7.

IT Crediting Revenues. See Section 23.2(b) (iv) .

IT Revenue Credit. See Section 23.7.

Long-Term Firm Agreement. See Section 21.

Maximum Advance Delivery Quantity. See Section 2.1
of Rate Schedule SBS.

Maximum Advance Receipt Quantity. See Section 2.1 of
Rate Schedule SBS.

Maximum Contract Quantity or MCQ shall mean the
maximum MMBtu or quantity of Gas which Transporter
shall agree to tender for delivery under a Service
Agreement on an interruptible basis on any given Day
on behalf of Shipper.

Maximum Daily Injection Quantity. See Section 7 of
Rate Schedule FSS.

Maximum Daily Withdrawal Quantity. See Section 7 of
Rate Schedule FSS.

Maximum Deliverability Quantity. See Section 7 of
Rate Schedule FSS.

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First Revised Sheet No. 166A First Revised Sheet No. 166A : Effective
Superseding: Original Sheet No. 166A

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Maximum Delivery Obligation or MDO shall mean the maximum MMBtu or quantity of Gas which Transporter is obligated to tender for delivery to Shipper on any given Day at a Point of Delivery or group of Points of Delivery, under a Service Agreement on a firm basis.

Maximum Injection Quantity. See Section 7 of Rate Schedule FSS.

Maximum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

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Third Revised Sheet No. 167 Third Revised Sheet No. 167 : Effective
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GENERAL TERMS AND CONDITIONS
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Maximum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

Maximum Receipt Obligation or MRO shall mean the maximum MMBtu or quantity of Gas, exclusive of quantities provided as Storage Fuel, if any, and Compressor Fuel, which Transporter is obligated to receive from a Shipper on any given Day at any Point of Receipt under a Service Agreement on a firm basis, when applicable.

Maximum Storage Capacity. See Section 4 of Rate Schedule NNTS.

Maximum Storage Quantity. See Section 7 of Rate Schedule FSS.

Mcf shall mean 1,000 cubic feet of Gas.

Minimum Daily Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

MMBtu shall mean the quantity of heat energy equivalent to 1,000,000 Btu.

Month shall mean the period beginning 9:00 a.m. Central Clock Time (or other mutually acceptable time) on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

Monthly Imbalance shall mean the Imbalance existing at the conclusion of any Service Month under a Service Agreement.

Neutral Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located in Pittsburg, Latimer, Haskell, and Pushmataha Counties in Oklahoma.

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NorAm EDGE. See Section 22.

North Pooling Area shall mean an area containing all Receipt
Points on Transporter's transmission mainlines, and lines
connected thereto, located at points east of

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the eastern terminus of the Neutral Pooling Area and north of Line AC.

Order No. 636 Open Season shall mean the periods during which Transporter received requests for allocating capacity for new services to be provided under this Tariff. For Rate Schedules NNTS and FSS, the Open Season was held between 7:00 a.m. March 3, 1993, and the close of business March 16, 1993.

Operating Plan. See Section 20.

Operating Range shall mean the authorized percentage variance of two percent (2%) between the total MMBtu or quantity of Gas delivered by Shipper at the Point(s) of Receipt, less the sum of Storage Fuel, if any, and Compressor Fuel, and the total MMBtu or quantity of Gas received by Shipper at the Point(s) of Delivery at any given time under a Service Agreement.

Operational Alerts. See Section 20.

Operational Flow Orders or OFOs. See Section 20. An Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system, or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions any pertinent order should be referred to as an Operational Flow Order.

Operator shall mean the person or entity that is responsible for operating facilities immediately upstream of Transporter's system.

Oversupplies shall mean an Imbalance existing at any given time consisting of an excess in the quantities which Shipper provided to Transporter at Receipt Points, including Storage Points of Withdrawal, over the quantities received by Shipper at Point(s) of Delivery.

Overrun Gas. See Section 5.3 of Rate Schedules FT and IT.

Point(s) of Delivery or Delivery Point(s) shall mean the point(s) specified in a Service Agreement at which Shipper may request Transporter to tender for delivery as for its account including, but not limited to, Storage Points of Injection and, under

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Sheet No. 168A is reserved for future use.

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Fourth Revised Sheet No. 169 Fourth Revised Sheet No. 169 : Effective
Superseding: Third Revised Sheet No. 169

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Rate Schedule PS subject to applicable limitations, Pools.

Point(s) of Receipt or Receipt Point(s) shall mean the point(s) (e.g., wellhead, central point in the field, Storage Points of Withdrawal, pipeline interconnections, or, subject to applicable limitations, Pools) specified in a Service Agreement where Shipper shall tender Gas for service.

Pool or Pooling shall mean an aggregation of Gas quantities from Points of Receipt on Transporter's system in accordance with Rate Schedule PS.

Pooling Area shall mean an area containing a group of Receipt Points located in a defined portion of Transporter's system in which Pools may be established, and in which a Shipper may have a Receipt Entitlement or nominate receipts. The Pooling Areas established on Transporter's system are shown on the map at Sheet No. 3 of this Tariff and are listed as follows: West Pooling Area 1, West Pooling Area 2, Neutral Pooling Area, North Pooling Area and South Pooling Area.

Pool Manager shall mean any Shipper that utilizes the pooling and supply aggregation service described in Rate Schedule PS hereof under a valid Service Agreement.

Pool Transfer shall mean the daily delivery allocation of a quantity of Gas out of one Pool into another. A Pool Transfer shall be made on a prospective basis pursuant to valid advance nominations and shall constitute a delivery on Transporter's system for Imbalance purposes.

Predetermined Allocation Agreement. See Section 5.2.

Price Differential GSR Costs. See Section 23.2.

Primary Point(s) of Delivery or Primary Delivery Point(s). See Section 5.4.

Primary Point(s) or Receipt or Primary Receipt Points. See Section 5.1.

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Third Revised Sheet No. 169A Third Revised Sheet No. 169A : Effective
Superseding: Second Revised Sheet No. 169A

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Quick Response shall mean an electronic message provided by Transporter to advise Shipper of whether its electronic nomination met Transporter's requirements and was correctly communicated, or to advise Shipper of errors in its nomination.

Receipt Entitlement shall mean the maximum MMBtu or quantity of Gas, exclusive of quantities provided as Storage Fuel, if any, and Compressor Fuel, that Transporter, subject to the provisions of this Tariff, shall be obligated to receive from a Shipper on any given Day, within a Pooling Area under a Service Agreement on a firm basis.

Recovery Period. See Section 27.2.

Remaining Interruptible Revenues. See Section 23.9.

Remaining ISS Costs. See Section 23.8.

Remaining IT Costs. See Section 23.2(b)(iv).

Sales Agreement. See Rate Schedule USS.

Secondary Maximum Delivery Quantity or Secondary MDQ. See Section 5.4.

Secondary Maximum Receipt Quantity or Secondary MRQ. See Section 5.1.

Secondary Point(s) of Delivery. See Section 5.4.

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Second Revised Sheet No. 170 Second Revised Sheet No. 170 : Effective

Superseding: First Revised Sheet No. 170

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Secondary Points of Receipt. See Section 5.1.

Seller. See Rate Schedule USS.

Service Agreement shall mean the agreement, including any amendments, attachments and/or exhibits thereto and the Master Capacity Release Service Agreement and addenda thereto, between Shipper and Transporter, pursuant to which Shipper receives Transportation service.

Service Month shall mean all or any part of a Month during which Shipper receives service under a Service Agreement.

Shipper shall mean the party, acting either directly or through an agent or designee, for whose account service is provided by Transporter under this Tariff.

Short-Term Firm Revenues. See Section 23.2(b) (iv).

South Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto located east of the eastern terminus of the Neutral Pooling Area and south of, and including, Line AC.

Small Customer. For purposes of Rate Schedule USS, see Section 4 thereof. For purposes of Rate Schedule FT, see Section 3.2 thereof. For purposes of Rate Schedule NNTS, see Section 5.2 thereof.

Storage Contract Year. See Section 7 of Rate Schedule FSS.

Storage Fuel shall mean Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, related to the provision of storage services and the use of storage facilities on Transporter's system.

Storage Overrun Service. See Section 5.3 of Rate Schedules FSS and ISS.

Storage Points of Injection. See Section 7 of Rate Schedule FSS.

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Storage Points of Withdrawal. See Section 7 of Rate
Schedule FSS.

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Third Revised Sheet No. 172 Third Revised Sheet No. 172 : Effective

Superseding: Second Revised Sheet No. 172

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Year shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days during any year having a date of February 29, commencing at 9:00 a.m. Central Clock Time (or other mutually acceptable time) and ending at the same hour on the same date of the following calendar year.

1.2 Interpretive Matters.

- (a) All references to time herein shall be to Central Clock Time.
- (b) Unless otherwise specifically indicated, any reference to Shipper shall include any agent or designee thereof.
- (c) Unless otherwise indicated, the use in this Tariff of the non-capitalized term "transportation" shall not include those contract storage services rendered pursuant to Rate Schedules FSS and ISS of this Tariff. Unless otherwise specifically indicated, non-capitalized references to the words "transport," "transports" and "transported" shall include the receipt, transportation and tendering for delivery of Gas.

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Superseding: Original Sheet No. 173

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- (d) References to Point(s) of Delivery throughout this Tariff shall be deemed to include Primary and Secondary Delivery Points, as appropriate. References to Primary Delivery Point(s), unless otherwise specified, shall include Point(s) of Delivery under Rate Schedule NNTS, and where appropriate, references to Contract Demand shall include Contract Delivery Demand.
- (e) The descriptive headings of the sections of this Tariff are included for convenient reference only and shall not be deemed to affect the interpretation or construction of such sections.
- (f) For definitions to Take-or-Pay Recovery Mechanism, see Section 18.1.
- (g) Unless otherwise indicated and where appropriate, references to Compressor Fuel throughout this Tariff shall be deemed to include Storage Fuel.
- (h) References to MMBtu in this Tariff shall be deemed references to Dekatherms (Dth).

2. MEASUREMENT:

- 2.1 Unit of Volume. The unit of volume shall be one Mcf of Gas at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of 14.73 psia, and all volumes shall be converted from actual conditions to these standard bases in accordance with the Ideal Gas Laws, corrected by Transporter for supercompressibility in accordance with the American Gas Association ("AGA") Report No. 8, as amended from time to time, unless otherwise agreed.
- 2.2 Conversion to MMBtu. Conversion to MMBtu shall be made by multiplying the volume as otherwise determined hereunder by a fraction the denominator of which is 1,000 and the numerator of which is the Gross Heating Value of the Gas per cubic foot in British Thermal Units.
- 2.3 Quantity and Heating Value Determination. The quantity and heating value of Gas received and delivered pursuant to a Service Agreement under the

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Superseding: Original Sheet No. 175

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Report No. 3 ANSI/API 2530, as amended from time to time, unless otherwise agreed.

- (e) The Gross Heating Value shall be determined by using a suitably located and reasonably acceptable calorimeter or calculation from fractional analysis by an acceptable chromatograph, according to the methods outlined in the AGA Measurement Committee Report No. 5, as amended from time to time, unless otherwise agreed. The Gross Heating Value so determined shall be corrected from the conditions of testing to that of the actual condition of the Gas as delivered (including the conversion from saturated to dry conditions) expressed in Btu per cubic foot and reported at a pressure base of 14.73 psia; provided, however, if the Gas as delivered contains seven (7) pounds of water or less per one million (1,000,000) cubic feet, such Gas shall be assumed to have zero (0) pounds of water per one million (1,000,000) cubic feet (dry Gas).

2.4 Examination of Records. Upon request, the measuring party shall make its measurement charts and records available to the other party for examination, the same to be returned within twenty (20) Days; provided, however, that the measuring party shall not be required to provide any such records or charts more often than once in any three (3) month period. Transporter's charts and records for a given Service Month shall be conclusively presumed correct if no written objection thereto is served on Transporter in accordance with the provision of Section 14.4 below. Records will be retained for a period of two Years.

2.5 Closing of Measurement. Transporter will close measurement no later than five (5) Business Days after the end of the applicable Service Month, in accordance with GISB Standard 2.3.7.

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Original Sheet No. 175A Original Sheet No. 175A : Effective

GENERAL TERMS AND CONDITIONS
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3. MEASUREMENT EQUIPMENT:

- 3.1 Installation and Operation of Measuring Facilities.
Transporter shall have the right to install, own, operate, modify and maintain measuring facilities used for purposes of measuring the Gas received and delivered by Transporter at any Point of Receipt or Delivery. All other measuring facilities installed

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Superseding: Original Sheet No. 178

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of charts, shall be done only by the primary measuring party or its representative and in accordance with good engineering practice as often as found necessary in operation. The non-measuring party shall have access to the primary measuring party's equipment at any reasonable time. Subject to the limitations of Section 3.4, upon the non-measuring party's request, the measuring party shall promptly verify the accuracy of any particular meter or other equipment, the cost of such special test, or any other test or adjustment requested by the non-measuring party and agreed to by the measuring party, to be borne by the non-measuring party, unless the percentage of inaccuracy exceeds two percent (2%). If upon any test the total inaccuracy from meter or auxiliary equipment error exceeds two percent (2%), previous readings shall be corrected but not beyond the close of the preceding Month. If the total inaccuracy is not more than two percent (2%), previous readings shall be considered correct, but immediately following the test the equipment shall be adjusted, if necessary, to read accurately. Estimate missing or late measurement data and treat actual as a prior period adjustment, with the measuring party to provide the estimate. If any meter or auxiliary equipment is out of service or repair or registering inaccurately for a period of time so that the amount of Gas cannot be computed from the reading thereof, the Gas delivered during such period shall be estimated on the basis of the first of the following methods feasible : (a) correct the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; (b) use the registration of any check equipment installed and accurately registering; or estimate the volume on the basis of deliveries during preceding or subsequent periods under similar conditions when the equipment was registering accurately.

- 3.6 Title in Facility. Title to all facilities and equipment placed by Transporter on Shipper's (including its designees) premises or on premises of others pursuant to rights or licenses held by Shipper shall remain in Transporter, with the unqualified right of removal, and no charge shall be made for use of the premises occupied by same. Shipper shall ensure that Transporter has reasonable access to all

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4. QUALITY:

- 4.1 General. Shipper agrees that the Gas tendered for transport hereunder shall meet the specifications set forth in this section. Transporter may reject Gas tendered or delivered by Shipper that fails to conform to the quality specifications provided in this Tariff or which, in its reasonable judgement, may cause harm to its facilities or diminish the quality of Gas in its system. Transporter may under all circumstances subject, or permit the subjection of, the Gas to compression, cooling, cleaning, products extraction and other processes.
- 4.2 Total Heating Value. Gas delivered by Shipper hereunder shall have a heating value of at least 975 Btu per cubic foot. In the event that the heating value of the Gas per cubic foot is below 975 Btu, Transporter has the option (a) to refuse to accept said Gas so long as said heating value remains below 975 Btu per cubic foot, or (b) to continue to accept delivery of said Gas. The maximum Btu content of Gas delivered by Shipper shall not exceed 1100 Btu per cubic foot.
- 4.3 Objectionable Matter. Shipper agrees that the Gas tendered for transport hereunder:
- (a) shall be commercially free from objectionable odors, dust, impurities, or other solid, gaseous or liquid matter (including, without limitation, any free water) which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows;
 - (b) shall contain less than one fourth (1/4) grain of hydrogen sulfide per hundred cubic feet of Gas volume;
 - (c) shall not contain more than five (5) grains in total of sulphur compounds per hundred cubic feet of Gas volume;

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Superseding: Second Revised Sheet No. 190

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5.2 Receipt Nominations and Allocation Methodology. Except as otherwise provided in this Tariff, and subject to Section 5.2(e) of these General Terms and Conditions, Shipper shall furnish receipt nominations to Transporter for all quantities of Gas Shipper desires Transporter to receive, including applicable Compressor Fuel retentions. All nominations shall be prospective only, and must be made electronically except during emergency events as provided in Section 22.9 of these General Terms and Conditions. Transporter may rely on such receipt nominations for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section. At a physical Receipt Point, unless there is an operational balancing agreement in effect one of the standard allocation methodologies, *inter alia*, will be determined in accordance with GISB Standards after or during confirmation and prior to gas flow. Pursuant to GISB Standard 2.3.16, the list of allocation methodology types is as follows:

- A. ranked;
- B. pro rata;
- C. percentage; and
- D. Swing.

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed (and scheduled) nominations is the default method, and the primary measuring party will provide the allocation using such methodology. Only one pre-determined allocation methodology should be applied per allocation period. Transporter and Operator may memorialize their pre-determined allocation methodology agreement by entering into a Predetermined Allocation Agreement in the form beginning on Sheet No. 348 of this Tariff, provided that such Operator is pre-qualified for creditworthiness purposes pursuant to Section 14.5 below. If a Shipper names one or more Pools as Receipt Points under its Service Agreement, its receipt nominations shall consist of a designation by

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the Shipper itself as to the total amount of Gas it desires Transporter to receive for its account from Pools and the Pools from which such Gas will be tendered, including individual quantities from each Pool, and the other information required by Transporter related to such Shipper's receipt nomination pursuant to Section 5.3 below. All other receipt nominations shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to receive at a particular Point of Receipt, the sources of such Gas, the quantity from each source and the first Service Agreements, including those in which Shippers are Pool Managers, to which such Gas will be assigned. In the event that a Shipper furnishes receipt nominations for any Day for receipts from Storage Points of Withdrawal, as well as from physical Receipt Points or

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Superseding: Original Sheet No. 191A

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6:00 p.m.	Nomination leaves control of the nominating party.
6:15 p.m.	Receipt of nomination by Transporter.
6:30 p.m.	Transporter sends Quick Response.
9:00 p.m.	Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
10:00 p.m.	Transporter provides (which, for purposes of this Section 5.2(a) and Section 5.5(a) below, shall mean, for electronic data interchange transmittals pursuant to GISB Standards 1.4.X, receipt at the designated site, and for other forms of transmittal, sending and posting) scheduled quantities to Shipper and Operator, including notice to bumped Shippers.

The effective time of scheduled quantities resulting from a nomination submitted during the Evening Nomination Cycle pursuant to this Section 5.2(a)(i)(2) (regardless of whether the nomination causes another Shipper to be bumped) will be 9:00 a.m. on the Day of Gas flow.

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Superseding: Third Revised Sheet No. 192

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Such nominations shall replace the applicable original nominations in their entirety. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule revised nominations received later than the deadline provided above.

- (iv) Intraday Nominations: Unless Transporter agrees otherwise, until April 1, 1999, Shipper shall be allowed to submit only one (1) Intraday Nomination for or during a standard nomination cycle (as specified in Section 5.2(a)(i) above) (excluding corrections of errors identified in a Quick Response). Thereafter, for services that provide for Intraday Nominations and scheduling, there will be no limitation as to the number of Intraday Nominations (line items as per GISE Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all nomination cycles. Transporter shall use reasonable efforts, subject to operational conditions, to implement proper and valid Intraday Nominations other than at the times specified above. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow, changes to Receipt Points, or to nominate new supply. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted later than the deadlines provided above. The deadlines provided above shall not apply to a Shipper under Rate Schedule NNTS when an Intraday Nomination is required due to a directive by Transporter to Shipper.

- (b) Required Information: Each receipt nomination, revision thereto, or Intraday Nomination shall be submitted in a form acceptable to Transporter (Shipper may

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Superseding: Original Sheet No. 193

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- (c) Limitations: Receipt nominations shall equal the quantity of Gas to be tendered for receipt by Transporter and shall be no greater than the daily Gas production capability or capacity at such Point of Receipt. Best efforts shall be used to avoid tenders to Transporter which differ or deviate from the corresponding receipt nomination, revision thereto, or Intraday Nomination. Shipper shall keep Transporter advised of any material deviations in actual deliveries to Transporter from the quantities scheduled for receipt by Transporter. Gas received by Transporter at any given Point of Receipt without a scheduled receipt nomination(s) or in a manner inconsistent with a scheduled receipt nomination(s) (i.e., quantities deviate from scheduled nomination(s)) shall be subject to the provisions of Section 5.8 below (and Shippers, including Pool Managers, may be assessed applicable charges) and may be suspended or, if accepted, allocated as provided above. Operator(s) and/or Pool Manager(s), as applicable, as Shipper's agent or designee, shall notify Shipper contemporaneously of nominations made for Shipper's account or revisions thereto and shall provide written documentation to Transporter of such notification; provided, however, that Transporter shall have no responsibility or liability for such agent or designee's failure to provide any such notification. Pursuant to Section 5.2(d), Transporter shall notify Shippers and Operators, and also Pool Managers if Transporter has identified discrepancies between the receipt nominations submitted by the Operator and the source of supply and/or receipt nomination information submitted by the Shipper.

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and/or Pool Manager. At the end of each Day of gas flow, Transporter shall make available electronically to Shippers information containing each Shipper's scheduled quantities, including scheduled Intraday Nominations and any other scheduling changes.

- (i) Transporter will afford priority to receipt nominations with corresponding delivery nominations (except for Rate Schedule NNTS) for Service Agreements under Rate Schedules NNTS and FT, consistent with applicable Contract Limitations, in the following order:

- (1) Primary Receipt Points;

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Superseding: First Revised Sheet No. 195

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- (2) Secondary Receipt Points within the Pooling Area of Shipper's Primary Receipt Point;
 - (3) Additional Individual Receipt Points; and
 - (4) Pools.
- (ii) If, following the scheduling of the foregoing nominations, sufficient capacity remains to schedule other receipt nominations, priority shall be given among receipt nominations at specific physical Receipt Points or from Pools in the following order: (1) From Shippers under Rate Schedule FT which have nominated to utilize Out-of-Pooling Area Receipt Points, as described in Section 5.1(a)(i)(6) of these General Terms and Conditions, for quantities of Gas up to applicable Contract Limitations; and (2) From Shippers under Rate Schedule FT for Overrun Gas and from Shippers which have corresponding deliveries to interruptible Service Agreements. Within each of the two categories established by this Section 5.2(d)(ii), priority shall be given based on economic value as provided in Section 5.5(f) below.
- (iii) In the event that insufficient capacity exists to schedule all of the receipt nominations in any of the foregoing categories with equal priority as provided in (i) or in (ii) above, Transporter shall allocate capacity in such priority on a pro rata basis, based on nominations.
- (e) Shipper's Designee: Shipper agrees that its designee for submitting receipt nominations and revisions thereto in accordance with this Section 5.2 shall be the Operator of each Point of Receipt. With respect to a Shipper utilizing one or more Pools as Receipt Points, pursuant to

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Rate Schedule PS of this Tariff, the applicable Pool Manager(s) shall be the designee(s) for such Shipper for submitting certain original receipt nominations and allocation information and Intraday Nominations and revisions to such original nominations. The Operator of any given Point of Receipt may designate an agent to act

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Superseding: Second Revised Sheet No. 196

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on its behalf in providing nominations by providing Transporter with written documentation of such agency agreement in a form acceptable to Transporter. Transporter may rely on the receipt nominations and revised and Intraday Nominations provided by such authorized party pursuant to this Section 5.2 for all Gas received for transportation or purchase by Transporter at each Point of Receipt for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section.

5.3 Pool Nominations. A Pool Manager shall provide delivery nominations for all quantities being directed out of each of its Pools, including the allocation methodology regarding same (provided, however, that any such allocation method specified by Pool Manager must maintain resulting Imbalance(s) under such Pool Manager's Service Agreement). Additionally, with respect to incoming Pool Transfers, Pool Manager must provide receipt information as applicable. Such nominations shall be made electronically (except during emergency events as provided in Section 22.9 of these General Terms and Conditions), for any period not inconsistent with the terms of Pool Manager's pooling Service Agreement, for all transactions under its pooling Service Agreement, for each Pool, and in accordance with the deadlines specified in Sections 5.2(a) above and 5.5(a) below. Such nominations (and any Intraday Nominations or revised nominations) shall contain all applicable information required by Sections 5.2(b) above and 5.5(b) below.

(a) Pool Delivery Prioritization: The nominations provided by Pool Manager shall contain a prioritization of all deliveries to Service Agreements, and the quantities associated with each, out of each Pool.

(b) Pool Transfers: A Pool Manager may nominate deliveries from one Pool to another Pool within the same Pooling Area in any Service Month (i.e., outgoing Pool Transfer); provided that the Pool Manager may nominate no more than three (3) outgoing Pool Transfers

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for all of the Pool Manager's Pools in a particular Pooling Area in any Service Month. Pool Transfers outside a Pooling Area shall not be permitted, except that a Pool Manager with a Pool in the Neutral Pooling Area may nominate quantities from the Pool in the Neutral Pooling Area to any of the Pool Manager's other Pools, regardless of Pooling Area. If a Pool Manager is receiving incoming Pool Transfers from another Pool

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the Pool Manager's nominations shall notify Transporter of same. If the nominations relating to Pool Transfers submitted by the Pool Managers involved are inconsistent, such nominations may be rejected or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable nominations.

- (c) Revisions: Transporter may rely on Pool Managers' nominations and Operators' nominations for all purposes in scheduling and delivering Shipper's nominated deliveries and estimating Pool Imbalances from time to time. All changes to such nominations during the Service Month shall be in accordance with the provisions of Section 5.2.
- (d) Limitations. Subject to the conditions and pursuant to the procedures specified in Section 20 below, Transporter may adjust or prohibit Pool Transfers, in whole or in part, or impose other limitations on Pools, as may be necessary, on a prospective basis.

5.4 Point(s) of Delivery.

- (a) Options:
 - (i) Subject to the terms and conditions of this Tariff, and except as otherwise specified in Rate Schedules FT and NNTS, firm Shippers shall have the Delivery Point options described in this subsection (a)(i) in accordance with the following provisions:
 - (1) Primary Delivery Point(s): A Shipper under Rate Schedules FT shall request point(s) under its Service Agreement as its Primary Delivery Point(s) and shall request a Maximum Delivery Obligation

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Superseding: Original Sheet No. 201

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deletions, substitutions or additions of Primary Delivery Point(s) within thirty (30) days of Transporter's receipt of such request from Shipper. A Shipper receiving discounted service shall not be entitled to received discounted rates for deliveries at substituted or changed Primary Delivery Points, unless Transporter and Shipper expressly agree.

(b) Pressure. Transporter shall tender for delivery and Shipper shall receive the Gas at whatever working pressures are maintained in Transporter's system at the Point(s) of Delivery from time to time. In no event, however, shall Transporter be obligated to tender for delivery or shall Shipper receive Gas at a pressure greater than the maximum (not to exceed the applicable MAOP) or less than the minimum pressure specified, if any, in the Service Agreement.

(c) Constant Rates. Transporter shall tender and Shipper shall receive Gas transported hereunder at rates as constant as operationally feasible and consistent with the corresponding delivery nominations throughout each Day and throughout each Service Month, provided however, said constant rate obligation shall not be interpreted to limit the Shipper's exercise of its on-demand no-notice rights under Rate Schedule NNTS.

5.5 Delivery Nominations and Scheduling. Unless there is an operational balancing agreement in effect at the Delivery Point, one of the following standard allocation methodologies, inter alia, will be determined in accordance with GISB Standards after or during confirmation and prior to gas flow. Pursuant to GISB Standard 2.3.16, the list of allocation methodology types agreed upon is as follows:

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- A: ranked;
- B. pro rata;
- C. percentage; and
- D. swing.

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed (and scheduled) nominations is the default method, and the primary measuring party will provide the allocation using such methodology. Only one pre-determined allocation methodology should be applied per allocation period. Transporter and the entity which controls the facilities immediately downstream of such Delivery Point may memorialize their pre-determined allocation by entering into a Predetermined Allocation Agreement in the form beginning on Sheet No. 348 of this Tariff, provided that such entity is pre-qualified for creditworthiness purposes pursuant to Section 14.5 below. All Shippers (except Shippers under Rate Schedule NNTS) desiring service shall furnish delivery nominations for the quantities of Gas each Shipper desires to have scheduled for delivery by Transporter. Delivery nominations shall be made electronically except during emergency events, as provided in Section 22.9 of these General Terms and Conditions, and shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to tender at a particular Point of Delivery under its Service Agreement for any given Day, the individual Point(s) of Receipt or Pool(s) and corresponding suppliers from which such Gas will originate, and the quantity from each such source. In the event that a

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- | | |
|------------|--|
| 11:45 a.m. | Receipt of nomination by Transporter. |
| 12:00 p.m. | Transporter sends Quick Response . |
| 3:30 p.m. | Receipt of completed confirmations by Transporter from upstream and downstream connected parties . |
| 4:30 p.m. | Receipt of scheduled quantities by Shipper and point operator. |
- (2) The Evening Nomination Cycle on the Day prior to Gas flow shall be as follows:
- | | |
|------------|---|
| 6:00 p.m. | Nomination leaves control of the nominating party. |
| 6:15 p.m. | Receipt of nomination by Transporter. |
| 6:30 p.m. | Transporter sends Quick Response. |
| 9:00 p.m. | Receipt of completed confirmations by Transporter from upstream and downstream connected parties. |
| 10:00 p.m. | Transporter provides scheduled quantities to Shipper and point operator, including notice to bumped Shippers. |

The effective time of scheduled quantities resulting from a nomination submitted during the Evening Nomination Cycle pursuant to this Section 5.5(a)(i)(2) (regardless of whether the nomination causes another Shipper to be bumped) will be 9:00 a.m. on the Day of Gas flow.

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Such nominations shall replace the applicable original nominations in their entirety. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule revised nominations received later than the deadline provided above.

- (iv) Intraday Nominations: Unless Transporter agrees otherwise, until April 1, 1999, Shipper shall be allowed to submit only one (1) Intraday Nomination for or during a standard nomination cycle (as specified in Section 5.5(a)(i) above) (excluding corrections of errors identified in a Quick Response). Thereafter, for services that provide for Intraday Nominations and scheduling, there will be no limitation as to the number of Intraday Nominations (line items as per GISE Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all nomination cycles. Transporter shall use reasonable efforts, subject to operational conditions, to implement proper and valid Intraday Nominations other than at the times specified above. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow, changes to Delivery Points, or changes to markets. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted later than the deadlines provided above.
- (b) Required Information: Each delivery nomination, revision thereto or Intraday Nomination shall be submitted in a form acceptable to Transporter (Shipper may initiate a requested revision or Intraday

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Delivery to be allotted among all suppliers at such point on a pro rata basis based on the quantity nominated from each supplier. Transporter may thereafter require the submission of other information as is reasonably necessary to complete the processing of the nominations. Overrun quantities should be requested on a separate transaction. Nominations not properly completed or submitted may be rejected or, to the extent possible, partially scheduled by Transporter.

- (c) Limitation: In each Month, each Shipper's maximum nomination shall not exceed, without Transporter's consent, Shipper's Maximum Contract Quantity, Contract Limitations, Maximum Injection and Deliverability Quantities, and Interruptible Maximum Daily Injection and Interruptible Maximum Daily Withdrawal Quantities, as applicable. Shipper shall use its best efforts to avoid receiving quantities of Gas which differ or deviate from the quantities of Gas scheduled or nominated by Shipper for delivery, and shall keep Transporter advised of any material deviations in the actual quantities delivered from the quantities scheduled. In the event there is a discrepancy between the amount nominated by Shipper at a Delivery Point and the amount the entity which controls the facilities immediately downstream of the Delivery Point will confirm, unless Transporter and such entity agree otherwise, the following shall be the confirmed quantities:

- (i) For nominations submitted during the Timely Nomination Cycle pursuant to Section 5.5(a)(i)(1) above and for nominations submitted during the Evening, Intraday 1 and Intraday 2 Nomination Cycles which are increases, Transporter will deem the lesser of the two quantities to control.

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- (ii) For nominations for increases submitted during the Timely Nomination Cycle, if there is no response to a Request for Confirmation, or an unsolicited Confirmation Response, the lesser of the new nomination quantity or previously scheduled quantity applies.
- (iii) For nominations for increases submitted during the Evening, Intraday 1 and Intraday 2 Nomination Cycles, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.
- (iv) For Intraday Nominations and nominations pursuant to Section 5.5(a)(i)(2) above which are decreases, the lesser of rule (confirmed or nominated flow) applies when confirming, but in any event no less than the Elapsed-prorated-scheduled quantity shall be confirmed.
- (v) If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the nominated quantity or the Elapsed-prorated-scheduled quantity shall be confirmed.
- (vi) If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Transporter will provide the nominating party with the following information as part of the documentation of the scheduled quantity to explain why the nomination failed, as applicable:

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- (1) Transporter did not conduct the confirmation;
 - (2) The upstream confirming party did not conduct the confirmation;
 - (3) The upstream service requester did not have the Gas or submit the nomination;
 - (4) The downstream confirming party did not conduct the confirmation; and
 - (5) The downstream service requester did not have the market or submit the nomination.
- (d) Scheduling: Unless the Confirming Parties have agreed to Confirmation by Exception, Transporter will initiate confirmation of a delivery nomination from the entity which controls the facilities immediately downstream of the Delivery Point, and such entity shall provide confirmation in accordance with the above specified deadlines.

Nominations received after the nomination deadline(s) for a Day will be scheduled after the nominations received before the nomination deadline(s) for such Day. Transporter shall have no obligation to schedule nominations which do not have consistent and verifiable corresponding receipt nominations. Nominations which cannot be confirmed with the party which controls the facilities immediately downstream of the Delivery Point will not be scheduled. Nominations for a Day will be scheduled until all the available firm capacity, interruptible capacity at maximum applicable rates and interruptible capacity requested at selectively discounted rates acceptable to Transporter has been utilized. Scheduling will not be delayed, nor will capacity be reserved for nominations that cannot be readily confirmed with the party which controls the facilities immediately downstream of the Delivery Point.

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- (2) the next highest priority will be afforded to Shippers which have designated such point as a Secondary Delivery Point. In the event sufficient capacity does not exist to schedule all nominations submitted qualifying for this priority category, capacity will be allocated on a pro rata basis based on each Shipper's nomination.

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subject to interruption at such Delivery Point at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedule FT which designates or has designated such point a Primary Delivery Point under its Service Agreement, up to such Shipper's effective MDO.

- (2) Shippers under the scheduling priority category described in Section 5.5(f)(ii) and (iii) are subject to interruption at any time by a Shipper under Rate Schedule NNTS and by any Shipper under a Service Agreement pursuant to Rate Schedules FT or FSS, as applicable, and Shippers under the scheduling priority described in Section 5.5(f)(ii) and (iii) are further subject to interruption by any Shipper under a Service Agreement pursuant to Rate Schedules IT or ISS, as applicable, that agrees to pay Transporter a rate of greater economic value to Transporter as provided in Section 5.5(f)(ii) above, than the existing Shipper is paying or has agreed to pay for service under its Service Agreement. In order to avoid interruption based on rate pursuant to the foregoing provisions, a Shipper may agree to pay the maximum rate to retain service or, if Shipper so elects, Transporter will notify Shipper of the higher offer (by telephone or telecopy) and to retain service the Shipper who receives interruptible service at selectively discounted rates must notify Transporter of its agreement to pay a rate equal to that being offered by such other

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Superseding: Substitute First Revised Sheet No. 208A

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Shipper and such notice must be received by Transporter (by telephone, telecopy or electronically) by 2:00 p.m. of such Day.

- (v) If, as a result of a nomination pursuant to Section 5.5(a), scheduled service to a Shipper under this Section 5.5(f)(i) and (ii) of lower priority must be interrupted in whole or in part, Transporter shall provide notice of the need for such interruption to the Shipper as promptly as possible but no later than as specified in Section 5.5(a) above; such interruption shall occur no earlier than the start of the next Day unless the capacity is required to provide service under Rate Schedule NNTS; provided, however, that service under Section 5.5(f)(ii) may be bumped by service to a Shipper under Rate Schedule FT pursuant to an Intraday Nomination submitted during the Intraday Nomination Cycles specified above, at the effective time for the applicable nomination cycle.
- (vi) Transporter will provide advance notice, using the mechanisms provided for in Section 20.4(c) below for communication of OFOs, to interruptible Shippers being bumped due to Intraday Nominations by firm Shippers. Transporter will notify the interruptible Shipper being bumped if penalties will apply on the Day its service is to be bumped. If Transporter does not notify any such interruptible Shipper that it will be bumped in advance, no penalties will be imposed by Transporter on such Shipper for the Day on which the bumping occurred. Furthermore, no penalties will be imposed by Transporter on such Shipper for the Day on which the bumping occurred, except for penalties assessed during periods in which OFOs or curtailments were in effect.

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Alternate First Revised Sheet No. 209 Alternate First Revised Sheet No. 209 : Effective
Superseding: Original Sheet No. 209

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5.6 Allocations:

- (a) For a Shipper receiving service pursuant to multiple Rate Schedules and Service Agreements at a Delivery Point, each Day's deliveries of Gas shall be allocated by Transporter in accordance with the provisions of Section 5.5 and using the following order:
 - (i) Deliveries under Service Agreements pursuant to Rate Schedule FT up to the amount scheduled and received by Transporter within MDO;
 - (ii) Deliveries under Service Agreements pursuant to Rate Schedule NNTS up to the MDO;
 - (iii) Deliveries under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter within MCQ;
 - (iv) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedule FT;

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First Revised Sheet No. 210 First Revised Sheet No. 210 : Effective
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- (v) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedule IT;
- (vi) Deliveries during the Service Month under Service Agreements to eliminate Imbalances resulting from compliance with Section 20 incurred within such Service Month; and
- (vii) Deliveries during the Service Month under Service Agreements to eliminate any other Imbalances incurred within such Service Month.

If Transporter makes prior period adjustments or reallocations of quantities previously allocated, Transporter shall not assess penalties on Shipper as a result thereof, provided such adjustments were not the result of actions of such Shipper or its designee.

- (b) If more than one Shipper designates and nominates Gas at one Delivery Point, Transporter shall allocate quantities delivered at such point in accordance with the scheduled delivery nominations. Unless Transporter otherwise agrees, any quantities taken at the Delivery Point in excess of those scheduled for delivery, shall be allocated (i) pro rata among the Shippers based on nominated quantities, (ii) if no quantities were nominated, to the Service Agreement(s) designated by the entity which controls the facilities immediately downstream of the Delivery Point, or (iii) if no Service Agreement(s) exist, to such controlling entity which shall be charged, and pay to Transporter, the value of such excess quantities based on the Index Price and highest premium factor for Undersupplies as provided in Section 5.7(c) (ii) below.
- (c) Allocations for a Day shall be available electronically within one (1) Business Day after the end of such Day. Transporter shall use the best available data for such allocations, which may include scheduled quantities. Allocations shall be at a Receipt Point or Delivery Point,

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as applicable, level, as well as by Service Agreement. At Delivery Points, allocations will be at the lowest level of detail provided by nominations.

- 5.7 Balancing. All transportation services (except under Rate Schedule NNTS) provided pursuant to this Tariff shall be subject to the provisions of this section.

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Superseding: First Revised Sheet No. 211

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- (a) General: Shipper shall be obligated under practical operating conditions to avoid any Imbalance, to correct any such Imbalances as soon as possible and in accordance with this Section 5.7, and to conform receipts to scheduled nominations and deliveries to scheduled nominations. Shippers with deliveries in Pooling Area(s) different than that of receipts shall be deemed for purposes of cashout of Monthly Imbalances to hold any Imbalance(s) in the Pooling Area(s) of delivery; provided, however, that Pool Managers shall be subject to the provisions of Rate Schedule PS.
- (b) Limitations: Transporter shall not be obligated under any circumstances (i) to deliver more Gas to a Shipper during any given Day or month than it shall have received for the account of Shipper during said period, except to the extent Transporter shall have previously received more Gas from Shipper for transportation than it has delivered to Shipper, (ii) to receive or deliver during any given Day a total quantity of Gas in excess of the Maximum Contract Quantity or Contract Limitations or, if service is being limited by Transporter, the maximum quantity of available capacity allocated to Shipper. In the event that Shipper fails to comply with its obligations under this section, Transporter may, in addition to charging the applicable rate for such volumes, impose excess charges or penalties that might otherwise be assessed and/or avail itself of any other remedies available to Transporter in accordance with its Tariff and under applicable law.
- (c) In the event of a Monthly Imbalance, the following shall apply:
 - (i) Notification:

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Superseding: First Revised Sheet No. 212

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Transporter shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under a Service Agreement in the current Service Month, based on the best information then available to Transporter, including data (e.g., nominations) provided to Transporter by Shipper, its Operator and/or Pool Manager, as applicable, electronic measurement data (estimates or actuals), charts and meter observations, etc. Transporter's Monthly Imbalance statement for a given Service Month shall be in the same format (i.e., electronic or paper) as Shipper's transportation invoice, and shall be rendered at the same time or prior to the transportation invoice for such Service Month. Inaccuracies in information will be taken into account in the cash-out of Monthly Imbalances, as provided in Section 5.7(c)(ii)(5). The provision of such information shall not relieve Shipper of its obligations under this Tariff to avoid, correct or eliminate actual Imbalances.

- (ii) Cash-Out of Monthly Imbalances: Transporter and Shipper shall eliminate any Monthly Imbalances remaining after any netting or trading by Shipper in accordance with Sections 5.7(c)(ii)(3) and (4), hereof, as follows. Shipper shall be charged and shall pay, or shall be paid or receive a credit, as appropriate, on a tiered or cumulative basis based on the Index Price, pursuant to the table below:

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Superseding: Alternate Original Sheet No. 213

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Monthly Imbalance Level (Percentage of Total Deliveries)	Under- supplies Premium Factor	Over- supplies Discount Factor
0% to 610%	1.00	1.00
>10% to 615%	1.10	.90
>15% to 620%	1.20	.80
>20% to 625%	1.30	.70
>25%	1.40	.60

A sample calculation is as follows:

If Shipper's Monthly Imbalance consisted of Undersupplies in the amount of 16%, the first 10% would be cashed out at the Index Price multiplied by a factor of 1.00, the next 5% would be cashed out at such Index Price multiplied by 1.10, and the final 1% would be cashed out at such Index Price multiplied by 1.20.

- (1) In the event of Oversupplies, Transporter shall have the option of crediting Shipper's invoice for the Month after the Service Month in which the Imbalance was incurred or making a cash payment in the specified amount for such Monthly Imbalance quantities, or any combination thereof. In the case of a cash payment by the Transporter, Transporter shall send such payment ten (10) Days after Shipper's receipt of the relevant notice of Monthly Imbalance. In the event of Undersupplies, the amount to be paid to Transporter shall be due with Shipper's payment of the invoice for the Month after the Service Month in which the Imbalance was incurred.

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Second Revised Sheet No. 214 Second Revised Sheet No. 214 : Effective

Superseding: First Revised Sheet No. 214

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- (2) A. Transporter may use proceeds received from the cash-out of Imbalances in accordance with Section 5.7(c)(ii) to purchase, at any time and from time to time, quantities of Gas for system operation purposes. Gas purchased by Transporter pursuant to this Section 5.7(c)(ii)(2)A. may be utilized by Transporter to satisfy such operational requirements as are necessary on its system from time to time, or may be disposed of by sale. Transporter shall establish accounts in which to book payments made to or by Transporter under the procedures specified in this Section 5.7.
- B. Transporter shall calculate the total net revenues or net costs attributable to the cash-out provisions of this Tariff for each 12 month period ending January 31, beginning with the 12 month period ending January 31, 1996 ("Accrual Period"), including interest, in accordance with Section 154.501 of the Commission's regulations, on the appropriate amounts calculated from the end of the Accrual Period to the end of the calendar quarter in which the adjustment for such Accrual Period is made. The resulting amount, defined as the "Cash-Out Excess Revenues" or the "Cash-Out Remaining Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.9, hereof, to determine the amount of Cash-Out Crediting Revenues, if any. Transporter then shall allocate

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Superseding: First Revised Sheet No. 215

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Transporter shall divide the IT Credit Account amount by the total throughput quantity transported under Rate Schedule IT during the Accrual Period.

To determine the FT Cash Balancing Revenue Credit, Transporter shall divide the FT Credit Account amount by the total Accrual Period contract demand (i.e., the total Contract Demands and Contract Delivery Demands, in effect on January 1 of the Accrual Period, multiplied by twelve) under Rate Schedules FT and NNTS. The reservation charge for Shippers under Rate Schedules FT and NNTS, and the commodity charge for Shippers under Rate Schedule IT, shall be adjusted by, respectively, the FT Cash Balancing Revenue Credit, or the IT Cash Balancing Revenue Credit, such adjustment to be effective commencing April 1, 1996, for the twelve month Accrual Period ending January 31, 1996, and on each April 1 thereafter for the succeeding Accrual Periods.

- (3) A Shipper with multiple Service Agreements shall be allowed to offset Monthly Imbalances of Oversupplies and Undersupplies under such agreements against one another, and to eliminate the net Monthly Imbalance resulting therefrom under the procedures of Section 5.7(c)(ii); provided, however, that Shipper shall only be allowed to offset Monthly Imbalances in different Pooling Areas against one another (under one or more of

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of the trading form when such fee does not apply, Transporter will transfer the quantities traded between the appropriate Service Agreements and update the balancing statements for each Shipper for the affected Month.

- C. For each month, Transporter will establish a Gas Trading Period during which Transporter will accept gas trading forms. The Gas Trading Period will commence after the period for netting under Section 5.7(c)(ii)(3) has closed and will last at least ten (10) days. Transporter will provide at least three (3) days prior notice of each Gas Trading Period on its EBB.
- (5) If Shipper notifies Transporter of a claimed inaccuracy or discrepancy in information provided by Transporter as described in Section 5.7(c)(i), Transporter will cooperate with Shipper and review such claim. If the information on Imbalances under a Service Agreement in the current Service Month provided to Shipper by Transporter on the twentieth (20th) Day of the Service Month differs by five percent (5%) or more when compared to actual quantity information provided by Transporter in the Monthly Imbalance statement for such Month, Shipper shall be entitled to eliminate such Monthly Imbalance, as appropriate, utilizing the factor of 1.00. If, however, Transporter determines that such difference was attributable to a particular information source or location (e.g., central point, interconnect), then only the part of the Monthly Imbalance

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Superseding: Original Sheet No. 216C

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attributable to such source will be eliminated utilizing the factor of 1.00. Shipper shall be obligated to notify Transporter of discrepancies or inaccuracies in the information provided by Transporter as described in Section 5.7(c)(i), and at the same time provide supporting data, within three (3) Business Days of Shipper's receipt of such information unless waived by Transporter; provided, however, that Shipper's failure to comply with such requirement shall not affect its right to eliminate its Monthly Imbalance utilizing the factor 1.00 in the event that Transporter's information is inaccurate, as described above. In the event Shipper provides notice and supporting data as provided above, Transporter will review the data submitted by Shipper

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Superseding: Second Revised Sheet No. 217

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and within three (3) Business Days, unless waived by Transporter, will either provide new information to Shipper or reconfirm its prior information. Transporter will rely on its information to take such actions as are appropriate and necessary to operate its system.

- (6) To the extent that adjustments are made to Monthly Imbalance quantities for prior periods after Shipper has eliminated such quantities in accordance with the provisions of this Section 5.7(c)(ii), unless otherwise agreed, such adjusted Imbalance amounts shall be eliminated at a factor of 1.00 multiplied by the Index Price for the Month in which such Imbalance was incurred. No Monthly Imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current Monthly Imbalance penalty.
- (7) Payment of any penalties or fees for Imbalances pursuant to this Tariff shall not be construed to in any way entitle or authorize Shipper to incur any Imbalance under its Service Agreement.

- (d) Required Balancing: Subject to and in accordance with the provisions of Section 20, if and when Transporter determines that an Imbalance has exceeded the Operating Range, Transporter shall have the right to interrupt or curtail at any time, and from time to time, the quantities of Gas it will receive or deliver to the extent Transporter deems necessary in order to limit or reduce the Imbalance existing at any time. Transporter shall provide such notice as is provided for in said section. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's Regulations. Nothing in the foregoing shall supersede or negate the general obligation of Shippers to correct any Imbalance

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receipt of such Gas, the Shipper first receiving the allocation of such Gas shall be subject to and agrees to pay the Unauthorized Gas Charge for such quantity at the time the payment for any service rendered during the Service Month in which such Unauthorized Gas allocation is scheduled would otherwise be due.

- (c) Forfeiture. If Unauthorized Gas from a Point of Receipt is not properly nominated within ninety (90) Days of Transporter's written notice to the Operator of the receipt of such Gas, Transporter may retain such Gas at no charge or cost, free and clear of any adverse claims.
- (d) Unauthorized Gas Charge. The Unauthorized Gas Charge specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be applied to Shipper's invoice for service rendered during the Service Month the Unauthorized Gas is scheduled for each and every MMBtu of Unauthorized Gas which is nominated and allocated to Shipper's Service Agreement as provided in Section 5.8(b) (iv) above.
- (e) Records. Transporter shall maintain records regarding the resolution and disposition of Unauthorized Gas, which records shall be available for examination in accordance with Section 14.3 of these General Terms and Conditions.

- 5.9 Notices and Communications. Transporter shall make available scheduling personnel on a twenty-four (24) hour basis. Shipper shall provide with its request for service, and update as necessary, the name, address and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to Shipper's service under this Tariff. Transporter shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for so doing, and if

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Second Revised Sheet No. 226 Second Revised Sheet No. 226 : Effective

Superseding: First Revised Sheet No. 226

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10.2 Form. Requests for service shall contain the items of information listed commencing on Sheet No. 324 of this Tariff.

10.3 Requests For Firm Capacity. Complete requests for firm service by a Shipper offering and willing and able to pay the maximum rate applicable to such service, in accordance with this Tariff, will be reviewed on a first-come, first-served basis according to the date of Transporter's receipt of such requests. Requests for firm service shall be accepted and capacity assigned if Transporter determines, following its review and evaluation of a completed request, that sufficient available and uncommitted capacity exists to perform the requested services on a firm basis. Transporter shall make such determinations based on its assessment of overall system operations and requirements utilizing consistent and objective engineering and operational criteria. If insufficient capacity exists to meet all pending requests to enter into or amend firm Service Agreements, Transporter shall assess the relative engineering suitability and economic value to Transporter of the requested services to determine the priority. Transporter's evaluation of total economic value shall consider rate, quantity, term, operational impacts and maximization of overall system utilization. For purposes of the foregoing, a Shipper offering and willing and able to pay a Negotiated Rate will be subject to the provisions of Section 12.3 below. If more than one pending request is determined by Transporter to be of equal suitability and economic value, Transporter shall conduct a lottery on a non-discriminatory basis after two (2) business days' notice to the affected parties, who will have the right to attend. Capacity will be assigned in accordance with the order of draw, with capacity assigned to the first drawn Shipper up to the quantity requested by such Shipper. If any firm capacity remains after such assignment, it shall be assigned to the other requesting Shippers in accordance with such Shippers' order of draw. The result of the lottery shall be posted on Transporter's EBB within two (2) business days of the drawing. During the term of the Service Agreement, any change Shipper may make in the terms of the Service Agreement (including utilization of flexible receipt and/or delivery points as provided in this Tariff) shall not reduce the economic value

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Original Sheet No. 226A Original Sheet No. 226A : Effective

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(including any reservation or demand charges) under
the Service Agreement to Transporter without
Transporter's written consent.

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First Revised Sheet No. 227 First Revised Sheet No. 227 : Effective

Superseding: Original Sheet No. 227

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(continued)

Transporter shall be entitled to require that any request for service under Rate Schedules FT, NNTS and FSS be accompanied by a prepayment in an amount equal to the Reservation Fees or Charges, or the Deliverability and Capacity Fees, as applicable, which would be due for the first Service Month for such requested service. Upon commencement of service, a prepayment provided pursuant to the foregoing shall be credited to Shipper's initial bill. Transporter shall return the prepayment if it rejects the request or when the Service Agreement terminates. Should the requesting party fail to cooperate in the processing of its request in a timely manner or withdraw its request, the amount shall be forfeited to Transporter.

10.4 Requests For Interruptible Service. Complete requests for interruptible service by a Shipper willing and able to pay the maximum rate for such service, in accordance with this Tariff, will be reviewed on a first-come, first-served basis according to the date of Transporter's receipt of such request. Initial requests for interruptible service shall be accepted, for purposes of offering a Service Agreement, if Transporter determines, following its review and evaluation of a completed request, that excess capacity may exist from time to time to perform the requested services on an interruptible basis. Transporter shall use the scheduling procedures as prescribed in Section 5 of these General Terms and Conditions to allocate capacity for interruptible services. For purposes of the foregoing, a Shipper willing and able to pay a Negotiated Rate for such service will be subject to the provisions of Section 12.3 below.

10.5 Requests for Discounted Service. Transporter shall consider and evaluate complete requests for service at less than the applicable maximum rate(s) submitted by Shippers. However, Transporter shall not be obligated to agree to provide any services at a discounted rate and may reject any request which would require it to provide a discounted rate or accept other terms and conditions which it determines are not acceptable. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's regulations.

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Superseding: Original Sheet No. 228

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10.6 Notification of Acceptance or Rejection. Service will only be considered after the receipt by Transporter of a complete request as provided above, including, if required, submission of a credit application and satisfactory assessment of creditworthiness as provided in Section 14.5 below. Transporter shall notify Shipper of acceptance or rejection of the completed request as soon as reasonably possible.

10.7 Failure to Execute Agreement or Initiate Service. If Shipper fails to execute and return a Service Agreement tendered by Transporter within thirty (30) Days of Shipper's receipt of the Service Agreement, or if, in the case of interruptible services, Transporter has scheduled Shipper's Gas, yet Shipper fails to tender Gas for such services by the later of (i) the date agreed to in the Service Agreement; (ii) fifteen (15) Days following its receipt of a fully executed Service Agreement from Transporter; or (iii) the date on which any necessary facilities are placed into service, then Transporter may consider Shipper's request for service withdrawn and the Service Agreement terminated by Shipper, both becoming null and void and without any force and effect; provided, however, that Shipper's Service Agreement shall not be terminated and Shipper's request for service shall not be deemed withdrawn, if, and so long as, Shipper's failure to tender Gas is due to the existence of an event of force majeure upstream or downstream from Transporter and, provided, further, that nothing contained herein shall prejudice Shipper's right to tender a new request for service at anytime.

10.8 Curtailment.

- (a) Capacity Curtailment: Notwithstanding any provision contained in this Tariff, Transporter shall have the right to interrupt, curtail or discontinue receipts, deliveries and/or storage of Gas when it determines that insufficient capacity exists to perform services already scheduled, due to events as provided in Sections 8 and 20 of these General Terms and Conditions or otherwise when necessary due to a loss of

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described in (a) above, a Shipper may qualify for exemption from such prioritization of those quantities required to forestall irreparable injury to life or property (including environmental emergencies), to protect human needs requirements and/or to provide for minimum plant protection. In such case, the qualifying quantities would be curtailed last, on a pro rata basis, within each such category. To qualify for such exemption, Shipper must furnish to Transporter prior to Transporter's notice of curtailment (and promptly update in the event of significant change and at least each year by September 1) an affidavit specifying the quantities required to serve such high-priority uses of the Gas to be transported pursuant to the service requested, verifying that the information is accurate to the best of Shipper's knowledge after a good faith inquiry. If an emergency situation occurs which was unforeseen, then the affected Shipper may notify Transporter of its need for an exemption in order to serve such high-priority uses and provide a detailed, sworn statement to Transporter within twenty-four (24) hours of such notification with an explanation of the emergency, its expected duration, the quantities

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First Revised Sheet No. 231 First Revised Sheet No. 231 : Effective

Superseding: Alt 1st Rev Original Sheet No. 231

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which qualify for the high-priority exemption and that Shipper has taken all other reasonable actions within its control (use of alternate fuels, curtailment of interruptible service, etc.) to meet these high-priority needs.

- (d) Compensation. The bill for the Service Month in which Shipper received service pursuant to an exemption pursuant to subsection (c) above shall contain an additional charge in an amount equal to the total quantity received by such Shipper during the period of curtailment in excess of that the Shipper would have received under a pro rata curtailment multiplied by the Reservation Charge Adjustment or the Deliverability Fee Adjustment under the applicable Rate Schedule. All revenues collected by Transporter pursuant to such additional charge shall be credited on a pro rata basis, to the non-exempt Shippers during the period of curtailment, to the extent such Shipper has not received a credit to its reservation charge or fee as a result of the disrupted service, based on the increase in curtailed quantities experienced by such Shipper due to the granting of the exemption(s) divided by the total such increase in curtailed quantities experienced by all non-exempt Shippers. Further, if, and to the extent that, scheduled and confirmed flowing gas supplies are diverted from one firm Shipper to another during a curtailment, other than pursuant to a voluntary arrangement described in (f) below, the measure of compensation paid by the diverting Shipper shall be the higher of (1) \$10.00 per MMBtu, or (2) two hundred seventy-five percent (275%) of the Index Price published for the Month in which the diversion occurred for each MMBtu by which deliveries for such Shipper's account exceeded corresponding receipts during the period of curtailment, plus one hundred percent (100%) of all Reservation Charges. All revenues collected by Transporter from Shippers receiving such diverted supplies shall be credited pro rata based on the quantities diverted from each to the Shippers which suffered the diversions, less any

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Imbalance cash-out payments or credits and any reservation charge credits or adjustments due such Shippers for the Month.

The foregoing provisions are considered a liquidated damages clause and therefore, shall be the only measure of compensation for Shippers which did not receive their scheduled quantity during the curtailment and/or were not able to use their capacity up to their initial pro rata curtailment share of capacity; provided, however, that a harmed Shipper shall not be precluded from pursuing other legal remedies directly against Shippers which received diverted Gas. Transporter will take all reasonable steps to collect such compensation from Shippers receiving Gas above their scheduled quantity or capacity above their initial pro rata share during the curtailment and will pay any amounts collected under this provision to the Shippers which did not receive their scheduled quantity or their initial pro rata curtailment share of capacity during the curtailment. However, in the event Transporter is unable to collect such compensation from the responsible Shippers after taking all reasonable steps, Transporter shall not be liable for payment to the Shippers entitled to such compensation. In no event will Shippers involved in a dispute as to the diversion of their Gas during a curtailment seek to hold Transporter liable for direct or consequential damages resulting from the diversion of Gas. Further, it is clearly understood that Transporter will act merely as a conduit with respect to any role it may have in the collection of monies as payment for diverted Gas.

- (e) Notices. Transporter shall provide Shipper(s) with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing the notice given if originally provided by telephone. Shipper shall have the responsibility to inform its suppliers, other transporters and all others

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involved in the transaction, as to any curtailment or any interruption.

- (f) Voluntary Arrangements: If any Shipper wishes to voluntarily relinquish any rights to capacity to which such Shipper would be entitled during periods of curtailment, such Shipper shall notify Transporter sufficiently in advance of the quantities which are to be relinquished, and Transporter shall take such relinquished quantities into account in determining the total amount to be curtailed. Further, Transporter will make its EBB available for "Curtailment Supply Wanted" and "Curtailment Supply Available" so that firm Shippers can enter into voluntary contractual arrangements to provide for supply in the event of a curtailment. Under such an arrangement, a curtailment supplier will, during the period of curtailment, divert its supply by limiting its takes up to the quantity specified in the contract within four hours of the emergency curtailment announcement. Contract parties who do not receive Gas under said contract during a curtailment must pursue whatever remedies they have for breach of contract.

10.9 Limitations. Nothing in this Section 10 shall limit Transporter's right to take actions or require Shippers hereunder to take actions of whatever nature may be required to correct any situation which may threaten the operation of its system, including maintenance of service to other Shippers.

11. SERVICE AGREEMENT:

Service shall be provided under the provisions of a Service Agreement between Transporter and Shipper in the form applicable to the Rate Schedule for such service as provided in this Tariff. Each Service Agreement may govern multiple

Fourth Revised Sheet No. 233 Fourth Revised Sheet No. 233 : Effective
Superseding: Third Revised Sheet No. 233

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12. RATES, TERMS AND CONDITIONS:

- 12.1 Application. For transportation to storage, no commodity charge shall apply for deliveries to Storage Points of Injection except that specific withdrawals of Gas at the Bistineau Storage Field shall be considered a delivery into Koch Gateway Pipeline Company under the applicable Rate Schedule FT or IT Service Agreement.
- 12.2 Changes in Rates and Other Terms and Conditions. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 12.3 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Transporter and Shipper may negotiate a rate for service under any rate schedule contained in this Tariff. Transporter's maximum rate as shown on Transporter's Statement of Effective Rates and Charges for a service ("Recourse Rate") is available for any Shipper that does not desire to negotiate a rate with Transporter.

A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on Transporter's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for purposes of allocation of capacity pursuant to Sections 10.3 and 10.4 of the General Terms and Conditions of Transporter's Tariff, Shippers willing to pay said Negotiated Rate would be considered to have paid the maximum Recourse Rate. For purposes of exercising rights to continue service pursuant to Section 21 of the General Terms and Conditions of Transporter's Tariff, the highest rate that a Shipper must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the maximum rate applicable to such service.

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12.4 Policy with Respect to Order of Discounting.

In accordance with Section 154.109(c) of the Commission's regulations, rate components will be discounted in the following order:

(a) Firm Services

- (i) Transporter shall discount the components of reservation charges in the following order:

Base Rate reservation charge;
Account No. 858 or other Order No. 636 transition
cost surcharges (if applicable);
and
GSR reservation surcharge (if applicable).

- (ii) Commodity charges shall be discounted in the following order:

Order No. 528 CSC surcharge; and
ACA surcharge (if applicable).

(b) Interruptible Services

The commodity charges for interruptible service shall be discounted in the following order:

Base Rate commodity charge;
Order No. 528 CSC surcharge; and
ACA surcharge (if applicable).

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Superseding: Original Sheet No. 235

GENERAL TERMS AND CONDITIONS
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14. PAYMENTS:

14.1 Invoicing and Payment.

- (a) Transporter shall have the right to invoice Shipper each Month (as may be adjusted for invoicing or measurement cycle purposes) for all purposes on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' invoicing based on actual quantities, as appropriate. Transporter's invoices will be prepared no later than nine (9) Business Days after the close of each Service Month. At Shipper's option, Transporter shall submit invoices to Shipper electronically. To exercise such option, unless Transporter otherwise agrees, Shipper must give Transporter thirty (30) Days' written notice to effectuate electronic invoicing. Shipper must also execute any electronic access agreement which may be required by Transporter for such purpose. In any Month, Transporter may submit to Shipper separate invoices for applicable charges and fees related to service provided for Shipper under this Tariff (including, but not limited to, invoices for fixed charges, e.g., Reservation Charges, at any time during the applicable Service Month; invoices for variable charges, e.g., commodity, usage and overrun charges; and invoices for penalties). In the event that conduct by Shipper under a Service Agreement or the provisions of this Tariff constitutes a violation of its obligations thereunder such that Shipper would incur more than one penalty for the same act or failure to act, Transporter will charge, and Shipper shall pay, in addition to any amounts due under Section 5.7, only the total penalty charges applicable to the conduct or action yielding the highest dollar amount.
- (b) Payment of all invoiced amounts shall be due and received by Transporter in accordance with Transporter's instructions within ten (10) Days after the date of the invoice, unless Shipper

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disputes in good faith any portion of such amount, in which event the provisions of Section 14.1(c) below must be followed. Supporting documentation (including invoice number) regarding payment application, or remittance detail explaining discrepancies between payment and invoice amounts in paper or electronic form shall accompany payment. If payment is via wire transfer, such supporting documentation or remittance detail shall be sent to the facsimile number on the invoice on the same day payment is rendered. Transporter shall apply payments in accordance with the supporting documentation provided by Shipper. Transporter shall have the right to require that payments of any amounts

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exceeding \$100,000.00 be made by Shipper in the form of wire transfer directed to a bank account designated by Transporter such that funds are available on the date payment is due. Amounts past due hereunder shall bear interest from the due date until paid at the rate of interest effective from time to time under 18 C.F.R. Section 154.501, but not more than the maximum lawful rate, and Shipper shall indemnify and reimburse Transporter for all costs and liabilities associated with the collection of such past due amounts.

- (c) Subject to the provisions of Section 14.4 below, if Shipper in good faith disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed, and if it withholds payment of the disputed amount it must provide with such payment full documentation in writing or electronically to Transporter with respect to the claimed error, including the identification of each amount in dispute, and the reasons and support therefor.

14.2 Default. Upon failure to receive payment when due, Transporter upon at least ten (10) Days written notice to Shipper may suspend or discontinue service until satisfactory credit arrangements or other compliance has been made, without prejudice to any other rights and remedies available to Transporter. Transporter may terminate the applicable Service Agreement and the provision of service thereunder without prejudice to any other rights and remedies available to it, provided ten (10) Days prior written notice of such intent to terminate is provided to Shipper and Shipper's default is not cured within a period of thirty (30) Days from the date payment is due. Transporter may require as a condition of recommencement or continuation of service or deferral of termination a reasonable refundable deposit or bond or increase in an existing deposit or bond at any time to secure payment of invoices, in the manner described in Section 14.5 of these General Terms and Conditions.

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- 14.3 Examination of Records. Each party shall have the right by written request to examine at reasonable hours the charts, books and records of the other party for the twelve (12) Months immediately preceding the request to the extent necessary to verify the accuracy of any statements, charges or

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computation under the Service Agreement, except that inspection of the records described in Sections 2.4 and 3.7 hereof shall be governed by the terms of those sections.

14.4 Adjustment

- (a) In the event that either party discovers an error made by the party primarily responsible for preparation of invoices or statements in the amounts invoiced, paid or allocated for a given Service Month, written claims therefor, including full supporting documentation for each correction, must be received by such responsible party no later than six (6) Months from the date of the applicable invoice or statement.
- (b) Corrections to measurement data for a particular Service Month should be processed within six (6) Months of the end of the applicable Service Month. In the event that either party discovers a measurement error made by the party primarily responsible for measurement, written claim of such correction, including full supporting documentation for each correction, must be received by such responsible party prior to the processing of any such correction.
- (c) If an error is discovered in amounts invoiced, paid or allocated for a given Service Month, such error shall be adjusted within thirty (30) Days of the determination of such error. The party receiving a written claim under (a) or (b) above shall have three (3) Months following such receipt to investigate and rebut such claims or adjustments. Such restrictions shall not apply in cases of deliberate omission, fraud or misrepresentation, or if a determination is made that there was a mutual mistake of fact. Transporter and Shipper's statutory or contractual rights shall not otherwise be diminished by the provisions of this Section 14.4.

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14.5 Security. Transporter shall not be required to perform or to continue service under this Tariff on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, at any time fails within a reasonable period to maintain and demonstrate creditworthiness, including, without limitation, the ability to pay all amounts invoiced but not paid because of a claimed error pursuant to this Section 14; provided, however, such Shipper may receive service under this Tariff if Shipper provides a deposit for such service or otherwise furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, which at all times shall be sufficient to cover up to the amount which would be invoiced to Shipper if one hundred percent (100%) of the Contract Demand, Maximum Contract Quantity, Contract Delivery Demand and/or the requested or effective quantities for storage services, as applicable, were provided for service to Shipper during a period of up to six (6) Service Months. For purposes of this Tariff, the insolvency of a Shipper shall be evidenced by the filing of such Shipper or any parent entity or guarantor thereof (for purposes of this section, a reference to Shipper shall include any applicable parent entity or guarantor) of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging Shipper a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Shipper

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Third Revised Sheet No. 239 Third Revised Sheet No. 239 : Effective
Superseding: Second Revised Sheet No. 239

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failure to perform hereunder if such failure is due to good faith compliance with the requirements of any such laws, orders, rules or regulations.

17. MARKETING AFFILIATES:

Pursuant to this Tariff, Transporter performs open access transportation and storage service for various Shippers, including Transporter's unbundled merchant division and affiliated marketing companies. Transporter provides such open access service on a non-discriminatory basis. To insure that current and prospective Shippers have equal access to such information as may be required for the arrangement and ongoing management of their services, Transporter states:

- 17.1 Facilities and Personnel. Except as described below, the offices of all of Transporter's operating personnel engaged in transportation (including storage) related activities (including certain purchase and/or sales activities required of Transporter's operating personnel to support its transportation activities including, without limitation, Transporter's monthly cash-balancing program) are located on separate floors and/or different cities from (1) the offices of the operating personnel of the unbundled merchant division and (2) the offices of the operating personnel of NorAm Energy Services, Inc. ("NES") and other affiliated marketing companies (certain such offices are located in separate buildings or cities). The offices of Transporter's operating personnel are located in the NorAm Energy Corp. building at 525 Milam Street, Shreveport, Louisiana 71101 and at 1111 Louisiana, Houston, Texas 77002-5231. Transporter shares other equipment and facilities which are provided by the corporate parent, such as a telephone system and computer mainframe equipment (with access restricted for marketing affiliates and the unbundled merchant division to information generated by or for such entities) but does not share any operating personnel with any of its marketing affiliates or its merchant division.

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Superseding: First Revised Sheet No. 240

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- 17.2 Complaints. Any person having complaints regarding the processing of requests for service or the provision of such services under Transporter's Tariff should provide within ninety (90) Days from the date of the alleged occurrence (or knowledge thereof) of the event prompting the complaint, a written description detailing the complaint, including identifying the request or transaction involved, and send the complaint to:

NorAm Gas Transmission Company
P.O. Box 21734
Shreveport, Louisiana 71151
Attention: System Management Department

or

Facsimile Number: 318-429-3965

Transporter shall investigate all complaints so received and shall respond initially within forty-eight (48) hours and in writing within thirty (30) Days after receipt of the written complaint advising complainant of the disposition or notifying complainant that additional time will be required to dispose of the complaint. Complainant shall cooperate with Transporter if additional information is required to investigate or dispose of any complaint.

- 17.3 Communication of Pricing and Capacity Information: Transporter has established and shall maintain an Electronic Bulletin Board to comply with the Order Nos. 566, et seq., requirement of contemporaneous communication of certain information covered by the Order to all "potential shippers" in the event Transporter provides such information to a marketing affiliate or its unbundled merchant division. Transporter's EBB offers twenty-four (24) hour a day availability.

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Superseding: Original Sheet No. 261

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18.9.3 Results of Prudence Challenge.

- (a) Unsuccessful Challenge: If the Challenger fails to prove that CSC in an amount greater than that absorbed by Transporter in calculating the Subject Eligible CSC were incurred imprudently, the Challenger will be required to make additional CSC payments to Transporter. The amount of such payments will be determined by multiplying the relevant Challenger's Percentage, times the lesser of: (a) the Subject Eligible CSC being challenged and not shown to be imprudently incurred, or (b) the applicable Relevant Absorption Level. This amount will be billed to the Challenger as a direct bill payable either within thirty (30) Days of the date of the Commission's final order on such challenge, or at the option of the Challenger, amortized on a monthly basis over the remainder of the Recovery Period, with interest calculated at the maximum rate authorized from time to time pursuant to 18 C.F.R. 154.501 compounded annually. No such payments shall excuse the Challenger from making any and all other applicable payments for any services received by such person from Transporter.
- (b) Successful Challenge: If the Challenger successfully challenges the prudence of any CSC sought to be recovered by Transporter and proves that the amount of CSC imprudently incurred is greater than the Threshold Difference, Transporter will adjust the maximum CSC Charge otherwise applicable to the services provided that customer. The amount of such adjustment will be determined by (i) multiplying the Challenger's Percentage by the amount of imprudent CSC which exceeds the Threshold Difference, and then (ii) dividing the resulting amount by the product of (A) the successful Challenger's actual jurisdictional throughput included within

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the design throughput used to calculate the then-current CSC Charge or, if no such actual throughput exists, the level of volumes underlying the calculation of the Challenger's Percentage, multiplied by (B) the number of years then remaining in the Recovery Period. Such an adjustment will continue to be made during the Recovery Period until the total jurisdictional volumes actually transported on behalf of or sold to the Challenger equals the design throughput used in the calculation of the adjustment. The maximum CSC Charge calculated in this manner will apply only to the Challenger.

18.10 Interest.

Except as provided otherwise in Section 18.9.3(a), the interest rate applicable hereunder shall be redetermined on the first Day of each calendar quarter and shall be equal to the lower of (i) the rate then in effect pursuant to 18 C.F.R. 154.501, or (ii) five percent (5%) per annum.

18.11 Effectiveness.

The terms and conditions of this Section 18 shall remain in full force and effect until July 1, 2002, and shall not be modified, superseded or otherwise affected by any general or other rate change filing or restatement of rates made by Transporter under section 4 of the Natural Gas Act, or upon any general or other change in rates ordered by the Commission pursuant to section 5 of the Natural Gas Act.

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10. Protected materials shall not include any information or document contained in the public files of the Commission or any other federal or state agency, or any federal or state court (if not subject to a protective order in such proceeding). Protected materials also shall not include information which is public knowledge or which becomes public knowledge as a result of publication or disclosure by Transporter.

11. Nothing in this Protective Agreement shall preclude any party or participant from requesting the Presiding Judge, the Commission, or any other body having appropriate authority to find that this Agreement should not apply to all or any part of any materials previously designated as protected materials pursuant to this Agreement.

12. If any party or participant contests the designation of any materials as protected, this Protective Agreement shall cease to apply to such material fifteen (15) Business Days after the objection is filed with the Commission unless any party, within the fifteen (15) Business Day period, responds and asserts that the materials should continue to be protected. Any objection to the designation of protected materials, and any response to the objection, shall be filed in writing with the Commission and delivered to NGT or the objector, as applicable, and their counsel on the date of filing unless otherwise ordered by the Presiding Judge. The Presiding Judge shall resolve any disputes arising under this Paragraph 12. If the Presiding Judge finds that the materials at issue are not confidential, the procedures of Paragraph 7 shall apply.

13. To the extent that protected materials are discussed, analyzed, or otherwise the subject of consideration during any conference or other session held in connection with the proceedings described in Paragraph 3, above, only reviewing parties who qualify under the terms of this Agreement may be present.

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Superseding: Second Revised Sheet No. 276

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19. CAPACITY RELEASE:

Any Shipper under Rate Schedules FT, NNTS or FSS may seek to release for assignment to others any or all of its Contract Delivery Demand, Contract Demand, or firm storage service entitlements, as applicable, subject to the terms and conditions provided for in this section. If a paper document is received on a non-Business Day, such document will be considered received on the next Business Day.

19.1 Notice and Withdrawal of Offer. A Shipper offering to release Contract Delivery Demand, Contract Demand, or firm storage service entitlements shall furnish electronic notice to Transporter of the terms of its offer. The Shipper may propose a prearranged designated replacement Shipper to which the capacity would be released. The offer shall contain the following minimum information:

- (a) Shipper's legal name and the name/title of individual who has authorized the offer to release;
- (b) Transporter's Service Agreement number;
- (c) A description of the capacity to be released and assigned, including Receipt and Delivery Point(s), as applicable. If a release and assignment is sought under Rate Schedule FT, the notice must state the Contract Demand, Receipt Entitlement and Maximum Delivery Obligation and, if applicable, the Maximum Receipt Obligation, subject to the proposed release and assignment. If a release and assignment sought is under Rate Schedule FSS, the notice must state the Maximum Storage

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Superseding: First Revised Sheet No. 277

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Quantity, the Maximum Injection Quantity, and the Maximum Deliverability Quantity, subject to the proposed release and assignment. If the release and assignment sought is under Rate Schedule NNTS, the notice must state the Contract Delivery Demand, Receipt Entitlement, Maximum Delivery Obligation(s) and Maximum Receipt Obligation(s), as applicable, subject to the proposed release and assignment;

- (d) Any restrictions on shifting assigned existing Primary Receipt/Delivery Point(s) and quantity limitations, on the use of Secondary Receipt or Delivery Points, Additional Individual Receipt Points or Pools; or any requirement that the replacement Shipper reimburse the releasing Shipper for any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) assessed by Transporter for replacement Shipper's utilization of capacity assigned thereto;
- (e) The proposed effective date and term of the release and assignment (term must be at least one (1) Day);
- (f) The identity of any pre-arranged designated replacement Shipper and the full terms of such pre-arranged release;
- (g) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (h) whether, to what extent, and the conditions (including any applicable reput conditions) pursuant to which capacity will be subject to recall;
- (i) whether bids on a volumetric rate basis (i.e., reservation or demand charge stated as a unit rate and billed based on quantities transported) may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;

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Superseding: First Revised Sheet No. 278

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- (j) whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and whether, the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (k) any extensions of the minimum posting/bid periods;
- (l) whether releasing Shipper desires to utilize the first-come, first-served option for short-term releases of thirty-one (31) Days or less described in Section 19.4 below and any minimum terms applicable thereto;
- (m) other special terms and conditions Shipper imposes on the release of its capacity, including minimum rates, term, quantity, etc.; and
- (n) releasing Shipper may specify dollars and cents or percentages of the applicable maximum rate as the denomination for bids in its offer to release, and bids submitted must comport with the releasing Shipper's specification.

A Shipper may withdraw its offer to release by providing electronic notice to Transporter of such withdrawal, which notice must be received by Transporter prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Shipper has an unanticipated requirement for such capacity and no bid meeting the minimum requirements imposed in the offer has been made. The notice must contain the reason for withdrawal which Transporter shall post on its EBB.

- 19.2 Pre-arranged Releases. Shipper may designate an entity (a pre-arranged designated replacement Shipper) to which it has agreed to release the capacity upon specified terms and conditions.

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Shipper's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 19.3 - 19.4 below, with the pre-arranged designated replacement Shipper being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a designated replacement Shipper is for a period of thirty-one (31) Days or less, the releasing Shipper shall provide notice to Transporter in accordance with this section and may implement the release without complying with such prior posting and bidding procedures. Further, if the releasing Shipper provides notice of a pre-arranged release in which the designated replacement Shipper has agreed to meet all terms and conditions and to pay the maximum rate for terms of more than thirty-one (31) Days, such release also may be implemented without being subject to such prior posting and bidding procedures. Notice of such exempted releases, if releases are non-standard, or subject to special terms and conditions, shall be posted on Transporter's EBB as soon as practicable, but no later than two (2) Business Days after the transaction commences. If releasing Shipper desires to upload, via Transporter's EBB or electronic data interchange, pre-arranged releases, all such releases must be valid and complete. The replacement Shipper shall initiate confirmation of its pre-arranged release electronically.

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Superseding: Sub Original Sheet No. 279A

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- (5) Pre-arranged replacement Shipper communicates any exercise of a matching right by 4:00 p.m.;
 - (6) Posting of award for releases requiring bidding by 5:00 p.m.
- (ii) Pre-arranged releases exempt from bidding process will be posted no later than 9:00 a.m. on the Day nominations are due for such release.
- (iii) The Service Agreement will be tendered to the replacement Shipper via facsimile or electronically no later than 10:00 a.m. on the Day nominations are due for the proposed effective date of the release.
- (c) For releases of five (5) Months or more:
 - (i) Offers shall be received by 1:00 p.m. at least four (4) Business Days prior to award;
 - (ii) Bid period shall commence at posting of the offer and shall end at 2:00 p.m. on the third successive Business Day after the Business Day of posting;
 - (iii) On the Business Day on which the bid period ends:
 - (1) Award of capacity or the triggering of a matching right shall be communicated to the appropriate party by 3:00 p.m.;
 - (2) Pre-arranged replacement Shipper communicates any exercise of a matching right by 4:00 p.m.
 - (3) Posting of award for releases requiring bidding by 5:00 p.m.
 - (iv) Pre-arranged releases exempt from bidding process will be posted no later than 9:00 a.m. on the Day nominations are due for such release.

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First Revised Sheet No. 279B First Revised Sheet No. 279B : Effective

Superseding: Sub Original Sheet No. 279B

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- (v) The Service Agreement will be tendered to the replacement Shipper via facsimile or electronically no later than 10:00 a.m. on the Day nominations are due for the proposed effective date of the release.
- (d) The replacement Shipper must submit an executed Service Agreement, in the same medium in which it was submitted to Shipper by Transporter (either via facsimile or electronically), to Transporter prior to or at the time replacement Shipper submits its nomination to utilize the released capacity in accordance with the nomination deadline.
- (e) If requested by releasing Shipper, and consistent with applicable regulations, Transporter will not post minimum bid or other terms specified by Shipper with the offer to release; however, such terms will be posted when notice of the winning bidder is posted. Further, unless a pre-arranged transaction is exempt from the prior posting and bidding procedures pursuant to Section 19.2 above, Transporter will not post the name of any pre-arranged replacement Shipper except as part of a notice of winning bidder. Transporter shall post valid and complete bids submitted but shall not identify the bidders. Releasing Shipper may request a date for bids to be posted, provided that such request comports with the standard timeline specified above. Transporter shall also post offers to purchase capacity from those who desire current Shippers to release capacity upon receipt of the applicable information as set forth in this section.
- (f) Non-standard notices of offers to release capacity, or notices which are subject to special terms and conditions, shall be posted on Transporter's EBB as soon as is practicable, but no later than one (1) full Business Day following receipt of a notice of offer which satisfies the requirements set forth in this Section 19. Prospective replacement Shippers shall have the following periods (unless releasing Shipper designates a

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longer period) inclusive of the Day of posting, within which to submit bids electronically, for non-standard offers to release: for releases of three (3) months or less, two (2) Business Days; for longer releases, ten (10) Days. A bidder may not have more than one eligible bid for the same release offer at any time but may withdraw a bid by providing electronic notice thereof before 3:00 p.m. on the last Day of the bid period. Transporter shall evaluate the bids in accordance with the provisions of Section 19 and determine the best bid by 10:00 a.m. on the first Business Day (for releases of less than three (3) months) or on the third Business Day (for longer releases) following the close of the bid period. Transporter shall notify releasing Shipper, the best bidder, and any pre-arranged designated replacement Shipper of such determination by the end of such Business Day. If there is a pre-arranged designated replacement Shipper, it may exercise its right to match such best bid by providing electronic notice of such exercise to Transporter and releasing Shipper by the close of business on the third Day following selection of the best bid. Following implementation of the release, Transporter shall post notice on its EBB of the winning bidder. Except as provided herein, the other terms of this Section shall apply to non-standard releases.

19.4 Bidding and Selection of Replacement Shipper.

- (a) All bids must be valid, complete, and contain the applicable information required in this section and must also be accompanied by a request for service containing the items of information listed commencing on Sheet No. 324. All valid and complete bids are binding. If releasing Shipper desires to solicit bids for releases of thirty-one (31) Days or less, it may direct Transporter to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting

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period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the releasing Shipper. A bidder may not have more than one eligible bid for the same release offer at any time but may withdraw a

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bid provided Transporter receives electronic notice thereof prior to the close of the bid period. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Releasing Shipper shall not be allowed to extend the original bid period or the original pre-arranged release match period, without first posting a new release.

- (b) Transporter shall evaluate the bids in accordance with the provisions of this section and determine the best bid in accordance with the above timeline, if applicable. If capacity offered for release remains after determination of the best bid and the releasing Shipper does not specify another method for disposition of such capacity, then Transporter will determine from among the remaining qualifying bids the next best bid and proceed in the same manner until all the offered capacity has been awarded to approved bidders submitting qualifying bids. Transporter also expects to implement procedures whereby a replacement Shipper may utilize electronic means to enter into a Service Agreement.

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replacement Shipper may utilize electronic means to enter into a Service Agreement. Following implementation of the release, Transporter shall post notice on its EBB of the winning bidder.

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Superseding: Original Sheet No. 281

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19.5 Best Bid. Transporter shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the releasing Shipper as follows:

(a) Transporter shall apply the standard or criteria for such determination specified by the releasing Shipper, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this Tariff, applicable to all potential replacement Shippers and require Transporter in applying such standard to exercise no more than a ministerial function. The releasing Shipper shall indemnify and hold Transporter harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Transporter arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by releasing Shipper. Releasing Shippers may specify one of the following bid evaluation methodologies on offers to release. Transporter shall have no obligation to accept bid evaluation methodologies other than those specified below.

- (i) highest reservation charge unit rate on a daily basis;
- (ii) net revenue (rate times quantity [based on maximum quantity bid upon] times term);
- (iii) highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies), and term or period bid upon; and
- (iv) first-come, first-served option for releases of thirty-one (31) Days or less.

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- (b) In default of releasing Shipper specifying a bid evaluation standard, Transporter shall determine the bid or bids generating the highest net revenue as set forth in (a) (ii) above. In default of releasing Shipper specifying a method to break ties, priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.
- (c) Bids shall be solicited and submitted only as to the reservation or demand component (and any surcharges and other fixed costs applicable thereto) of the applicable maximum rate. Shipper cannot release capacity for an effective price less than or greater than Transporter's applicable minimum or maximum, respectively, rates, as on file and in effect from time to time. If releasing Shipper elects to allow bids

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on a volumetric rate basis, Transporter shall convert the applicable maximum reservation or demand charge component to a unit or volumetric rate using an assumed 100% load factor. Such converted maximum rate for volumetric bid purposes, as in effect from time to time, shall be set forth in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. The usage or commodity charge component to be paid by the replacement Shipper shall not be subject to the bidding process and the releasing Shipper shall have no right to determine the level of such payment.

- 19.6 Qualification of Prospective Replacement Shipper. A prospective replacement Shipper must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this Tariff. Prior to submitting a bid pursuant to this section, a bidder must pre-qualify as a prospective replacement Shipper by submitting a credit application as provided for in Section 14.5 of these General Terms and Conditions specifying that the submission is for the purpose of pre-qualifying to submit bids on released capacity. Transporter will apply its creditworthiness criteria to assess the submission. Additionally, prior to submitting a bid, a bidder must execute, or have executed and in effect, a Master Capacity Release Service Agreement. For purposes of this Tariff, replacement Shipper's Master Capacity Release Service Agreement and Addenda thereto shall, together, constitute and be referred to as its Service Agreement. Upon the implementation of the Form of Master Capacity Release Service Agreement and Addendum, Transporter shall submit to existing replacement Shippers for execution, duplicate originals of a Master Capacity Release Service Agreement and/or Addendum (a), as appropriate. Such Shippers will have thirty (30) days to execute and return such agreements.
- 19.7 Nominations. Following its selection, execution of an Addendum to its Master Capacity Release Service Agreement and compliance with other applicable

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Tariff provisions, and prior to the flow of Gas, the replacement Shipper shall be required to make nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this Tariff.

- 19.8 Invoicing. The replacement Shipper shall be invoiced and make payments to Transporter in accordance with the applicable Rate Schedule, other provisions of this Tariff and of its Service Agreement incorporating its bid terms. Notwithstanding any discounts applicable to the releasing Shipper, unless Transporter otherwise agrees, the replacement Shipper shall pay or be liable for the maximum commodity or usage rate (plus surcharges, fuel retentions, penalties, etc.)

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Superseding: Original Sheet No. 283

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applicable under the relevant Rate Schedule attributable to its usage of the released capacity. Transporter shall continue to invoice the releasing Shipper all applicable charges under its existing Service Agreement, including any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) resulting from replacement Shipper's utilization of the released capacity in a manner inconsistent with Transporter's agreement with the releasing Shipper, but excluding commodity or usage charges (plus surcharges, fuel retentions, penalties, etc.) invoiced to the replacement Shipper and attributable to its usage of the released capacity. Invoices sent to the releasing Shipper shall reflect a credit equal to any reservation or demand charges (plus all surcharges and fixed costs applicable thereto) being invoiced to the replacement Shipper for the released capacity rights, or as otherwise agreed. If the replacement Shipper fails to pay when due all or part of the amounts credited to the releasing Shipper, Transporter shall pursue payment from the replacement Shipper by notifying such Shipper by registered letter, return receipt requested, that it has five days from receipt of such letter to pay the amount due including any applicable interest. If the replacement Shipper fails to pay such amount by the end of the fifth day, Transporter shall reverse the credit and invoice the releasing Shipper for such past due amounts, plus applicable interest.

19.9 Rights and Obligations of the Parties.

- (a) Unless Transporter otherwise agrees, the Service Agreement between the releasing Shipper and Transporter shall remain in full force and effect with the Shipper to receive a credit to its invoice as described hereinabove. The Service Agreement executed by the replacement Shipper shall be fully effective and enforceable by and against the replacement Shipper. The replacement Shipper may also release capacity pursuant to this section, on the same terms and bases as the primary release (except as prohibited by FERC regulations), and in such event and for such purposes, shall be considered the releasing Shipper.

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- (e) Releasing Shipper and any replacement Shipper must track any changes in Transporter's rates approved by the Commission. If the Commission orders refunds of any such rates charged by Transporter subject to refund, Transporter and/or releasing Shipper, as the case may be, must make corresponding refunds to such releasing Shipper or any replacement Shipper, to the extent that releasing Shipper or replacement Shipper(s) has paid amounts in excess of Transporter's finally determined applicable maximum rates.
- (f) A releasing Shipper may re-release to the same replacement Shipper for a term of thirty-one (31) Days or less at rates less than the applicable maximum rates if either: 1) a period of twenty-eight (28) Days has elapsed after the first release for thirty-one (31) Days or less has expired or 2) the releasing Shipper causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted. A releasing Shipper may also re-release (without a twenty-eight Day waiting period) to the same replacement Shipper for any term at maximum rates. Otherwise, an agreement for capacity to be released at less than maximum rates for a term of thirty-one (31) Days or less shall not contain an evergreen provision and may not be rolled-over for any additional time period.
- (g) If the releasing Shipper retains recall rights, it shall specify the condition(s) precedent to such recall and any recall must be for a period of one or more Day(s). The releasing Shipper may also return or re-put released capacity to a replacement Shipper after recall as a standard option, the conditions of which must be specified in the offer of release. The releasing Shipper shall be responsible for providing electronic notice to Transporter as specified in this sub-section and the replacement

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Superseding: First Revised Sheet No. 290

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release firm capacity pursuant to the provisions of this Section 19.

- (l) Unless Transporter agrees to a permanent release, only the releasing Shipper shall be entitled to exercise rights provided in Section 21 below or in 18 C.F.R. 284.221 to avoid pre-granted abandonment of service.
- (m) Except as provided in Section 22.9 of these General Terms and Conditions, releasing Shippers, bidders, and replacement Shippers shall implement capacity releases electronically.

20. OPERATIONAL CONTROLS:

20.1 General. All Shippers hereby agree and acknowledge that Transporter's ability to deliver anticipated quantities and maximize efficiency and capacity utilization is dependent upon maintaining projected flow patterns (e.g., receipts, deliveries, balances, storage injections and withdrawals) within optimal ranges. Transporter shall endeavor at all times to maintain adequate pressure through all segments of its system, maximize operational efficiencies for the benefit of all Shippers, preserve the operational integrity of all segments of its system, prevent the use of the system by a Shipper in a manner inconsistent with the Tariff which could infringe on or threaten the rights of other Shippers, and protect

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A Shipper shall be subject to a penalty for failure to comply with Operational Flow Orders equal to \$25.00 per MMBtu multiplied by the quantity of Gas by which it deviated from the requirements of the Operational Flow Order; provided, however, that such penalty shall not be assessed if Shipper's noncompliance is directly caused by force majeure. If, and to the extent that, issuance of an Operational Flow Order without at least twenty-four (24) hours' notice prior to it becoming effective prevented a Shipper's compliance with the Operational Flow Order or other Tariff requirements, such Shipper shall not be subject to the Operational Flow Order penalty or other penalties, fees or charges, which otherwise would have been incurred for the Day of issuance of the Operational Flow Order. Such penalties and charges shall not be excused beyond twenty-four (24) hours from the time Transporter gives notice. Failure to comply with an Operational Flow Order may also result in an immediate interruption of Shipper's services (receipts and/or deliveries) by Transporter. The Shipper shall not be subject to such penalties if Shipper has complied within a reasonable range, which range will be specified in the Operational Flow Order.

- (d) Action by Transporter. In the event that, in Transporter's reasonable estimation, actions undertaken pursuant to (a), (b) or (c) above are insufficient to remedy the situation or there is insufficient time to institute such actions, Transporter shall take such actions as are reasonably necessary to maintain system integrity, deliverability, services and pressurization to all or any segments of its system. Transporter is authorized to use all of the resources of its system to such ends, through the integrated operation of storage, line pack and all supply received into Transporter's system.

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Superseding: First Revised Sheet No. 299

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- (c) Communications under this section, including of Operational Alerts and Operational Flow Orders, shall be posted on Transporter's Electronic Bulletin Board. Further, Transporter shall make reasonable efforts to notify each affected Shipper's contact party, designated pursuant to the provisions of Section 5.9 of these General Terms and Conditions, of the issuance of an Operational Flow Order or Operational Alert. Such communications will, as applicable, specify actions that, in Transporter's opinion, could forestall or alleviate the operational situation, including, but not limited to, receipts or deliveries at specific points or in specific areas or segments of Transporter's system.
- (d) To the extent practicable given operating circumstances and exigencies, Operational Flow Orders shall require action within any Shipper class proportionate to appropriate and relevant parameters, such as applicable Service Agreement quantities or a current or recent flow in Gas quantities.
- (e) From time to time, Transporter, in order to support Tariff services to Shippers, control and maintain efficient system operations and otherwise implement the provisions of this Tariff, may purchase and/or sell quantities of Gas to maintain system operational Gas levels within optimum levels and to provide, if requested by Shipper and agreed to by Transporter, quantities required to be retained by Transporter under this Tariff. Such activities shall be conducted by Transporter's operating personnel, separate and apart from any unbundled merchant activities and personnel, and shall in no way constitute marketing activities so as to subject Transporter, or any operating unit thereof, to Commission requirements, as in effect from time to time, applicable to pipeline marketing affiliates or pipeline unbundled merchant activities.

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Superseding: Original Sheet No. 299A

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- (f) A Shipper shall not be subject to overrun, scheduling or other such penalties or charges from Transporter with respect to any action taken in reasonable conformance with Operational Flow Orders or Operational Alerts issued under this section and Transporter will use best efforts to provide such cooperating Shippers an opportunity to make-up any contracted services interrupted, and correct Imbalances caused or increased, by the

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system-wide and segment basis given the network nature of Transporter's system. Pursuant to this Section 20, Transporter may limit withdrawals from storage by Shippers under Rate Schedule FSS or ISS based on operational considerations such as force majeure occurrences (e.g., line rupture, compressor outage, disaster, unusual weather conditions, etc.), to provide for essential repair and maintenance, to ensure safe operation of storage facilities or other facilities operated in connection therewith, and/or to correct or alleviate system or segment over-supply situations or capacity constraints.

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE:

- 21.1 General. A Shipper under an existing firm Service Agreement with Transporter which has a primary term of one Year or more ("Long-Term Firm Agreement") may, by complying with the requirements of this section, retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement, under the conditions set forth hereinbelow. Otherwise, Transporter shall have all required governmental and regulatory authority to cease providing service to a Shipper and service shall not be continued, unless Transporter otherwise agrees, upon expiration of the term or termination of a Service Agreement. With respect to a Shipper under a Long-Term Firm Agreement paying a Negotiated Rate, the provisions of Section 12.3 above shall be applicable.
- 21.2 Waiver. The right to seek continued service may be waived by Shipper by agreement between the parties. Additionally, Shipper shall not be entitled to such right if Shipper terminates, or causes the termination of, the Long-Term Firm Agreement.
- 21.3 Notice. At least eighteen (18) Months or one-half of the term of the Service Agreement, whichever is less, prior to the expiration date of the Long-Term Firm Agreement or, in the case of a Long-Term Firm agreement in which bilateral evergreen clauses are in effect, within seven (7) Days of Shipper receiving notice of Transporter's election to terminate said

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section and upon Transporter's submission of
a Service Agreement based upon the bid terms.

The potential Shipper shall submit a deposit or prepayment pursuant to Sections 10 or 14 of these General Terms and Conditions, as required by Transporter, within twenty-four (24) hours of receipt of notice from Transporter that it submitted the best bid. If the bid is successful and service to such party commences, such payment shall be treated as provided in the applicable Section. If the bid is successful but the bidding Shipper fails to execute a Service Agreement in conformance with its bid, Transporter may retain the payment in addition to any other remedies to which it may be entitled. If the existing Shipper matches the bid and continues its service, Transporter will return to the potential Shipper the payment. Transporter may reject all bids which would require Transporter to discount below a rate and discount term acceptable to Transporter.

21.6 Best Bids. For purposes of this section, the best bid shall be that bid which generates the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In utilizing the best bid for purposes of this Section 21, Shipper shall not be required to match any term exceeding five (5) Years.

21.7 Failure to Execute. Failure of the existing Shipper to execute and return the new Service Agreement within fifteen (15) Days of receipt shall constitute an irrevocable waiver of such Shipper's right to match the bid; provided, however, Shipper shall not be required to match a rate higher than the maximum rate chargeable by Transporter for delivery to such Shipper's Point(s) of Delivery or a term greater than five (5) Years.

21.8 Lack of Conforming Bids. If Transporter does not receive any bids pursuant to these provisions, or Transporter rejects all bids received pursuant to Section 21.5 above, Transporter shall so notify the existing Shipper within ten (10) Days following the

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close of the bid period. If the existing Shipper is not willing to commit to pay the maximum rate, Shipper can initiate negotiations on the terms for an extension by giving Transporter written notice within ten (10) days after Transporter's notice. If Transporter and Shipper do not reach agreement on the terms and conditions under which service will be extended within the shorter of sixty (60) Days thereafter or the expiration date of the Service Agreement ("Negotiation Period"), then Shipper shall have no further rights under this Section 21 or 18 C.F.R. 284.221. During the Negotiation Period, the parties may freely negotiate the terms and conditions for continued service, including the effective rate, and if mutual agreement is reached, services shall be continued accordingly; provided, however, that Transporter shall have no obligation to agree to a rate lower than the maximum applicable rate.

22. GISB STANDARDS AND ELECTRONIC BULLETIN BOARD:

22.1 General. Transporter shall provide for electronic communication with its Shippers in compliance with GISB Standards, and also shall provide for such electronic communication with third parties that are not Shippers and are authorized to act on behalf of Shippers or others interconnected with Transporter's system on a basis that is not unduly discriminatory. Transporter specifically shall allow such interface using the protocols, data sets, and codes detailed in the GISB Standards. Transporter also may allow non-standard communication, including use of its own EBB and use of paper documents pursuant to agreements among Transporter, its Shippers, authorized agents of Shippers or other third parties. References in this Tariff to Transporter's EBB or communication or submission of information "electronically" shall be deemed to mean the utilization, either directly or via a third-party service provider, of the electronic data interchange system accessible via Transporter's EBB, (NorAm Edge), or the use of GISB X-12 data sets via the internet, as such electronic methods may be effective and compatible with Transporter's system from time to time. If Transporter determines that an electronic method does not support the submission of an item of information required by this Tariff to be submitted electronically, the information may be communicated in writing by other means. Transporter shall maintain an Electronic Bulletin Board available to all Shippers

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First Revised Sheet No. 305A First Revised Sheet No. 305A : Effective

Superseding: Original Sheet No. 305A

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and prospective Shippers, which shall contain information relevant to the availability of the services provided under this Tariff, in the manner and level of detail required by the Commission's regulations, as in effect from time to time. The following information will be accessible on the EBB: effective transportation rates; discount information; transactions with affiliates; information required by the Commission's Order Nos. 497, et seq.; storage capacity availability, levels of working Gas and injection/withdrawal capability and schedules; major Receipt and Delivery Points; Gas control and operational issues; notices and information prescribed by various provisions of the Tariff, including, but not limited to, Sections 5.8 and 20; maintenance information; applicable fees and usage charges for the EBB charged by the EBB service provider; and general pipeline, Tariff and news issues. Data relating to available capacity will be posted on the EBB, such as whether it is firm or interruptible, locations at which it is available, amount at each location, person to contact for

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Fourth Revised Sheet No. 306 Fourth Revised Sheet No. 306 : Superseded
Superseding: Third Revised Sheet No. 306

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further information or negotiation and applicable maximum rate. For offers to release and/or requests for releases, the notices and information required by Section 19 will be available on the EBB. The EBB will have interactive capability for the purposes of bidding on releases of capacity and posting releases of capacity and offers to purchase released capacity. The business practices of Transporter and those conducting transactions on Transporter's system shall comply with the GISB Standards. In addition to the GISB Standards reflected in other provisions of this Tariff, the following GISB Standards (which include definitions and data sets), Version 1.2, are incorporated herein by reference: 1.2.1, 1.2.2, 1.2.5, 1.3.6, 1.3.14, 1.3.15, 1.3.16, 1.3.21, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 2.2.1, 2.3.1, 2.3.2, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.19, 2.3.20, 2.3.22, 2.3.25, 2.3.27, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.4.1, 3.4.2, 3.4.3, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.6, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.16, 5.2.1, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16 and 5.4.17.

- 22.2 Access. Transporter shall accept data with a TCP/IP using PPP connection at Transporter's internet address. Transporter shall provide in writing its internet address to any person requesting in writing such address. Transporter also shall post its internet address on its EBB. The EBB shall be available on a nondiscriminatory basis to all parties which have compatible equipment for communication with remote computers using a conventional telephone system provided that such party has executed any required access agreement evidencing its agreement to comply with the terms and conditions for access and use of Transporter's EBB and been assigned a password. Thereafter, the EBB service provider will assign a

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telephone number enabling access on a twenty-four (24) hour basis. The NorAm EDGE User's Guide contains a detailed listing of current data available and instructions for utilizing the EBB. Shippers or potential Shippers may also contact Transporter's System Management Department during regular business hours for further information and instructions for using the EBB at (318) 429-3553.

- 22.3 Back-up, Archiving and Retrieval. Transporter shall maintain daily back-up records of the information displayed on the EBB and retain such records for three (3) years. Such historical data shall be compiled and made available on a monthly basis, in hard copy and on diskette for a fee from Transporter.
- 22.4 Downloading and Application. Data contained on Transporter's EBB shall be downloadable and available for any application used by the receiving party. Transporter shall have no responsibility for, or liability resulting from, any such downloading or subsequent application of data.
- 22.5 Utilization. At such time as Transporter's EBB has the capability to accommodate such utilization, Shipper will have the option to utilize Transporter's EBB to request service, execute and amend Service Agreements, provide nominations, or such other

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Third Revised Sheet No. 307 Third Revised Sheet No. 307 : Effective

Superseding: Second Revised Sheet No. 307

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actions as Transporter may allow, all in accordance with Shipper's Service Agreement and this Tariff; provided that Shipper shall have previously established a satisfactory credit appraisal (and maintains same) in accordance with Section 14.5, and Shipper and Transporter mutually agree in writing to the terms and conditions of the electronic interchange of data necessary to accomplish such actions in an electronic access agreement. In such case, any provisions of the Service Agreement or this Tariff requiring that the foregoing matters be in writing or written shall be deemed satisfied when accomplished by such electronic means. All other provisions requiring items of information to be in writing or written will remain unchanged.

22.6 NorAm EDGE. Transporter's EBB is called NorAm EDGE and it offers an electronic data interchange service which allows Shippers to electronically review, submit and/or confirm nomination and allocation information on an interactive basis. More information regarding this service is available by calling (318)429-3553.

22.7 Authority. Shippers and potential Shippers or their authorized agents who interface with Transporter using its internet address or who use Transporter's EBB shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Shippers or potential Shippers in performing any functions which are and may become available by virtue of such services, and Transporter shall be entitled to rely upon the actions of such representatives. Electronic transactions between Shipper and Transporter shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper, will be admissible to the same extent as other business records originated in written form.

22.8 Communication. Transporter shall provide notice via a posting on its EBB when Shippers' unauthorized overrun quantities for a given Day will result in Excess Contract Quantities penalties (including those assessed against Pool Managers pursuant to Section 3 of Rate Schedule PS); provided, however, that Transporter shall

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Third Revised Sheet No. 307A Third Revised Sheet No. 307A : Effective

Superseding: Sub First Revised Sheet No. 307A

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also make reasonable efforts to individually notify Shippers (or Shipper's contact party designated pursuant to Section 5.9 of the General Terms and Conditions) who, for the Day prior to posting, had nominated and scheduled authorized overrun quantities or activities subject to the posting. Such notification efforts shall be via telephone, facsimile, or mutually agreeable electronic data interchange, and may be effected during the scheduling process. Notifications to Pool Managers shall specify the particular pooling activities that may result in penalties.

- 22.9 Emergency Events. The requirements to nominate and implement capacity releases electronically set forth in Sections 5 and 19 of these General Terms and Conditions, respectively, shall be inapplicable in an emergency event, which shall be a failure of Shipper's or Transporter's electronic communication equipment (including temporary events such as system crashes, outages, or slow response time), internet, or third party service provider or other similar emergency event which constitutes an event of force majeure as defined in Section 8.1 of these General Terms and Conditions. During such emergency events, Shipper shall submit written nominations and implement capacity release transactions in writing. However, Shipper's emergency events must be documented by an affidavit provided by Shipper to Transporter within forty-eight (48) hours of such event. Transporter may, on a not unduly discriminatory basis, waive any applicable deadlines and requirements to the extent practicable to accommodate such emergency events.

23. TRANSITION COSTS RECOVERY MECHANISM:

- 23.1 Unrecovered Purchased Gas Costs. Transporter shall, subject to receipt of necessary Commission authorization, from time to time, direct bill any unrecovered purchased gas costs posted to or reflected in Account No. 191 attributable to gas purchases by Transporter prior to implementation of restructured services pursuant to Order No. 636. From time to time as such costs are known and measurable such unrecovered gas costs shall be direct

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billed to Transporter's former sales customers pro rata based on actual purchases by such customers for the twelve (12) Month period ending August 31, 1993. Such direct billed amounts shall be due ten (10) Days after the bills are rendered unless an amortization period has been mutually agreed to by Transporter and the affected Shipper(s). To the extent an amortization period is agreed to, Transporter shall also recover interest on uncollected amounts in accordance with Section 154.501 of the Commission's regulations. As out-of-period adjustments from suppliers attributable to purchases prior to implementation of restructured services pursuant to Order No. 636 are incurred, the direct billing mechanism will be adjusted to reflect such adjustment, subject to receipt of necessary Commission authorization. Transporter will post unrecovered purchased gas costs to Account No. 191 for a nine (9) Month period after the effective date of implementation of Transporter's restructured services pursuant to FERC Docket No. RS92-3. Transporter shall refund any net overrecoveries of purchased gas costs attributable to Gas purchased by Transporter prior to implementation of restructured services pursuant to Order No. 636. Such overrecovered amounts shall be refunded, within ninety (90) Days after such overrecoveries are known and measurable, to Transporter's former sales customers pro rata based on actual purchases by such customers for the twelve (12) Month period ending August 31, 1993. Such refund shall include interest calculated in accordance with Section 154.501 of the Commission's regulations.

23.2 Gas Supply Realignment Costs.

- (a) For purposes hereof, Gas Supply Realignment Costs ("GSR Costs") are those costs attributable to realigning Transporter's Gas supply contracts as permitted by Order No. 636, including, but not limited to, (i) costs incurred to reform or terminate contracts, (ii) costs incurred by Transporter ("Price Differential GSR Costs") representing the difference between the contract price under List A and List B Contracts (i.e.,

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net List B against List A) and the higher of (a) the price paid by a third party purchaser from time to time for Gas quantities available for sale attributable to such contracts or (b) the Index Price for the Month in which volumes are purchased (the Index Price for purposes hereof shall be as defined in Section 1.1 of these General Terms and Conditions) times the quantity sold, and (iii) any carrying costs related to prudently incurred, eligible GSR Costs, calculated on and after the date such GSR Costs are incurred and booked by Transporter. Transporter has filed under seal List A and List B. List A sets forth the above market contracts, and related information. Transporter will not seek to recover Price Differential GSR Costs from contracts not listed in List A. List B sets forth the contracts, and related information, that allow Transporter to buy Gas at less than market prices. List A and List B are available for review in Shreveport and Washington, D.C. upon execution of an appropriate protective and non-disclosure agreement. Transporter will attempt to minimize transition costs by, for example, negotiating to buyout, buydown, modify or settle the terms and conditions of Transporter's Gas supply contracts and by temporarily assigning from time to time contracts pursuant to Transporter's then existing assignment policy included on Transporter's EBB. In the filings described in section 23.2(b), below, Transporter shall file to recover any GSR Costs incurred by Transporter in seeking to minimize transition costs as described above.

- (b) Transporter shall make filings to be effective on January 1, 1994, and quarterly thereafter, subject to the receipt of necessary Commission authorization, with respect to any GSR Costs actually incurred by the end of the quarter preceding the filing and which are known and measurable, plus interest charges calculated from the date such costs are incurred and booked

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basis, at Transporter's system cost of gas;
and

(iii) Transporter shall determine the amount of such working gas balance required for Transporter's Order No. 636 system operational use at the time of implementation of its Order No. 636 services. Such amount may be up to, but shall not exceed, 4 Bcf.

(b) The Rate Schedule FSS and NNTS Shippers shall be relieved of compliance with any otherwise applicable conditions and/or limitations under the applicable Rate Schedules to the extent required to permit such transfers.

(c) Storage balance costs shall be billed to each Rate Schedule FSS and NNTS Shipper within thirty (30) Days of Transporter's implementation of services pursuant to Order No. 636, and such amounts shall be due within ten (10) Days of the date that such bills are rendered.

(d) Any amounts not paid by Shipper when due shall accrue interest calculated in accordance with Section 154.501 of the Commission's Regulations from the date due until such amounts are paid.

23.5 Mitigation. The Commission has required Transporter to implement Straight Fixed Variable ("SFV") rate design. Transporter will reduce or mitigate any overall increase of 10% or greater in the aggregate share of Transporter's revenue requirement allocated to be recovered from all services provided to a Shipper which it would otherwise experience due to the change in rate design and the implementation of final rates in the Docket No. RS92-3 proceeding. To mitigate or reduce the increase overall to eight percent (8%), Transporter will permit the designation of seasonal Contract Demand levels for each affected Shipper in such Shipper's Service Agreement.

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Superseding: Second Revised Sheet No. 315

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23.6 Exit Fee.

Transporter shall have the right to collect as part of an exit fee any remaining unrecovered purchased gas costs pursuant to Section 23.1 above, the GSR Costs, stranded costs and new facilities costs, upstream firm interstate transportation costs and other amounts related to services provided to Shippers, as Transporter and Shipper may agree.

23.7 IT Revenue Credit to Firm Transportation.

The maximum reservation charge under Rate Schedules FT and NNTS shall be adjusted by the IT Revenue Credit, which shall be determined by dividing the FT Excess Revenue Share (discussed at Section 23.2(b)(iv) above) by the total annual contract demand under Rate Schedules FT and NNTS (i.e., total Contract Demands and Contract Delivery Demands multiplied by twelve) in effect on January 1 of the Accrual Period as set out in Section 23.2(b)(iv). The IT Revenue Credit shall be calculated to include interest on the appropriate amounts, in accordance with Section 154.501 of the Commission's regulations. The appropriate amount of FT Excess Revenue Share, if any, will be determined in accordance with the provisions of Section 23.2(b)(iv). Interest on such FT Excess Revenue Share will accrue from the end of its Accrual Period to the effective date of the IT Revenue Credit. Transporter shall file to make the IT Revenue Credit effective (April 1, 1996, and each April 1 thereafter) for the next succeeding twelve month period.

23.8 Excess ISS Revenues/Remaining ISS Costs.

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Superseding: Sub Second Revised Sheet No. 316

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Transporter shall compare total Rate Schedule ISS revenue during the twelve (12) months ended January 31 ("Accrual Period") against the costs of service allocated to be recovered from Rate Schedule ISS, less applicable surcharges and variable costs associated with providing the service. The resulting amount defined as the "Excess ISS Revenues", or the "Remaining ISS Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.9, hereof, to determine the amount of Excess Interruptible Revenues, if any.

23.9 For purposes of the annual crediting filings set out in the General Terms and Conditions, Sections 5.7(c)(ii)(2)(B) (Imbalance Cash-Out), and Sections 23.2 (b)(iv) and 23.7 (IT and SBS Revenue Crediting), Transporter shall net Cash-Out Excess Revenues or Cash-Out Remaining Costs, Excess IT Revenues or Remaining IT Costs, Excess ISS Revenues or Remaining ISS Costs and Carryover Costs (as defined below). If the resulting net amount is an excess of revenues, it shall be defined as the "Excess Interruptible Revenues." If the Excess Interruptible Revenues are less than or equal to the Excess IT Revenues, then the IT Crediting Revenues shall be equal to the Excess Interruptible Revenues. If the Excess Interruptible Revenues exceed the Excess IT Revenues ("Remaining Interruptible Revenues"), then the IT Crediting Revenues shall be equal to the Excess IT Revenues and the "Cash-Out Crediting Revenues" shall be determined by multiplying the Remaining Interruptible Revenues by a fraction, the numerator of which is the Cash-Out Excess Revenues, if any, and the denominator of which is the Cash-Out Excess Revenues plus the Excess ISS Revenues. If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the end of the Accrual Period (defined in the Sections set out above) in which the Carryover Costs were incurred until the end of the next Accrual Period, shall be included in the next annual calculation performed under this Section 23.9.

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First Revised Sheet No. 316A First Revised Sheet No. 316A : Effective
Superseding: Original Sheet No. 316A

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24. ALLOCATION OF CAPACITY:

24.1 Order No. 636 Open Season. This section describes the procedures to be utilized by Transporter in assigning and allocating its transmission and storage capacity pursuant to the implementation of services under Order No. 636.

- (a) No-Notice Transportation Service: Transporter conducted a non-binding Open Season for requests for service under Rate Schedule NNTS from March 3 to March 16, 1993. Consistent with the terms of that Open Season, Transporter will assign available no-notice capacity first to converting firm bundled sales customers. In the event that sufficient capacity does not exist to fulfill all other requests for service, Transporter will assign the remaining available capacity to the request providing the greatest anticipated net present value, utilizing the interest rate prescribed in Section 154.501 of the Commission's regulations as a discount factor. Priority for requests having the same net present value will be determined by a lottery.

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First Revised Sheet No. 317 First Revised Sheet No. 317 : Effective
Superseding: Original Sheet No. 317

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- (b) Firm Storage Service: Transporter conducted a non-binding Open Season for requests for service under Rate Schedule FSS from March 3, to March 16, 1993. Consistent with the terms of that Open Season, Transporter will assign available firm storage capacity first to converting firm bundled sales customers. In the event that sufficient capacity does not exist to fulfill all other requests for service, Transporter will assign the remaining available capacity to the request providing the greatest anticipated net present value, utilizing the interest rate prescribed in Section 154.501 of the Commission's regulations as a discount factor. Priority for requests having the same net present value will be determined by a lottery.
- (c) Converting Firm Bundled Sales Customers: A converting sales customer must elect the type and mix of restructured services it deems necessary to duplicate its level of sales service at the time this Tariff becomes effective. The aggregate Contract Delivery Demand and/or Contract Demand applicable to such transportation service(s) shall be the same as the capacity previously reserved to provide the bundled sales service in effect the Day before the effective date of this Tariff. Any such capacity not requested and assigned under Rate Schedule NNTS pursuant to the Open Season referenced in Section 24.1 above, will be converted to Rate Schedule FT, accordingly.
- (d) Existing Firm Transportation Service: Transporter received no notification pursuant to Section 284.14(e) of the Commission's regulations from any Shippers currently receiving service under Transporter's Rate Schedule FT requesting reduction or termination of such Shippers' capacity entitlement. Accordingly, as of the effective date of Transporter's restructured services, existing Shippers under Rate Schedule FT will continue to utilize capacity previously committed to such

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Substitute First Rev Sheet No. 318 Substitute First Rev Sheet No. 318 : Effective
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Shippers prior to the implementation of Order No. 636.

- (e) Upstream Firm Interstate Transportation Capacity: Transporter shall make its upstream firm interstate transportation capacity available for assignment, subject to receipt of any necessary approvals, in accordance with the following:

(i) To the extent such upstream capacity is not assigned, such costs shall be considered stranded costs as contemplated by Order No. 636 and shall be recoverable as transition costs under Section 23.

- (ii) Transporter shall offer assignment of upstream firm interstate transportation capacity as follows:

(1) Each Shipper that was a firm bundled sales customer that has converted to firm transportation service will have first priority for any such capacity.

(2) Any capacity not taken by such converting sales customers will be made available, in a not unduly discriminatory manner, to any other Shipper. In the event two or more Shippers wish to take assignment of any unassigned capacity, Transporter shall allocate the capacity on a pro rata basis.

- (iii) If Shipper takes said direct assignment, Shipper shall be responsible for all obligations thereunder.

24.2 As of February 1, 1995, and pursuant to this Tariff, each Rate Schedule FT and NNTS Shipper's Receipt Entitlements shall be established based on its Zone Entitlements, as effective immediately prior to January 1, 1996, for receipts.

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Second Revised Sheet No. 319 Second Revised Sheet No. 319 : Effective

Superseding: Substitute First Rev. Sheet No. 319

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Shippers' Zone Entitlements for receipts in the West, North, and South Zones, as effective immediately prior to January 1, 1996, shall be converted to Receipt Entitlements in the appropriate Pooling Areas based on the location of Receipt Points. Existing Primary Receipt Point(s) with assigned MRO's up to the effective CD or CDD shall be honored and Receipt Entitlements allocated in accordance therewith unless Shipper desires to relinquish all or part of its MRO and Transporter agrees. It is recognized that the capacity available for allocation on a firm basis on Transporter's system is affected by the location of receipts and deliveries and thus the availability of particular Receipt Entitlements, as well as total Receipt Entitlements, is dependent upon the flow patterns requested by and ultimately allocated to all Shippers.

25. Reserved for Future Use

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Second Revised Sheet No. 320 Second Revised Sheet No. 320 : Effective
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is reserved for future use.

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First Revised Sheet No. 321 First Revised Sheet No. 321 : Effective
Superseding: Original Sheet No. 321

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26. Gathering Affiliate:

- 26.1 Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.
- 26.2 Transporter will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved.

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Superseding: Original Sheet No. 321A

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27. COMPRESSOR FUEL AND STORAGE FUEL PERCENTAGES.

27.1 General. Transporter's Compressor Fuel and Storage Fuel Percentages shall be revised prospectively to reflect overcollections and undercollections of Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, in accordance with this section.

27.2 Definitions. The definitions of terms applicable to this section are as follows:

Base Period shall mean, for the April 1 filing, the twelve months ended the previous December 31, and for the October 1 filing, the twelve months ended the previous June 30.

Fuel Percentages shall mean the Compressor Fuel or Storage Fuel percentage applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised Fuel Percentages will be in effect.

27.3 Filing of revised Fuel Percentages. Transporter shall file with the Commission, on April 1 and October 1 of each year, a schedule of Fuel Percentages, as determined in accordance with Section 27.4 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each year, respectively, together with supporting documentation.

27.4 For each rate schedule, the revised Fuel Percentage shall be calculated on the basis of the difference between (a) the actual Compressor Fuel or Storage Fuel usage during the Base Period and (b) the amount of Compressor Fuel or Storage Fuel retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual Compressor Fuel or Storage Fuel usage during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period, shall be the Fuel Percentage to be in effect during the Recovery Period.

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Superseding: Original Sheet No. 322

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28. ELECTRIC POWER COSTS TRACKER

28.1 General. Transporter's Electric Power Costs Tracker shall be revised prospectively to reflect over-collections and undercollections of electric power costs incurred by Transporter for compression of natural gas.

28.2 Definitions. The definitions of terms applicable to this section are as follows:

Electric Power Costs ("EPC") shall mean the cost of electric power purchased by or for Transporter to be used in the operation of compressor stations and other field locations. EPC shall also include any related stranded costs or other surcharges imposed by electric power suppliers that may be billed or allocated to Transporter.

Base Period shall mean, for the April 1 filing, the twelve months ended the previous December 31, and for the October 1 filing, the twelve months ended the previous June 30.

EPC Tracker shall mean the rate applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised EPC Tracker will be in effect.

28.3 Filing of revised EPC Tracker. Transporter shall file with the Commission, on April 1 and October 1 of each year, a schedule of EPC Tracker, as determined in accordance with Section 28.4 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each year, respectively, together with supporting documentation.

28.4 For each transportation rate schedule, the revised EPC Tracker shall be calculated on the basis of the difference between (a) the actual electric power costs billed during the Base Period and (b) the amount of electric power costs collected by Transporter during the Base Period. This difference shall be divided by projected throughput to determine the EPC Tracker rate to be in effect during the Recovery Period.

Effective Date: 11/01/1998 Status: Effective

FERC Docket: RP98-259-000

First Revised Sheet No. 323 First Revised Sheet No. 323 : Effective
Superseding: Original Sheet No. 323

Sheet No. 323

reserved for future use.

Effective Date: 05/24/1998 Status: Effective
FERC Docket: RP98-194-000

Third Revised Sheet No. 324 Third Revised Sheet No. 324 : Effective
Superseding: Second Revised Sheet No. 324

NORAM GAS TRANSMISSION COMPANY
INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

Send Request To: NorAm Gas Transmission Company (NGT)
P. O. Box 4455
Houston, Texas 77210-4455

Attention: Marketing & System Management
Telecopier: (713) 207-0721

The following information, as applicable, should be included in Shipper's request for service.

1. TYPE OF SERVICE BEING REQUESTED:

New Service _____	Amendment to Existing Service
_____	Contract Date
_____	Contract No.

2. RATE SCHEDULE:

Transport
Rate Schedule FT (Firm) _____
Rate Schedule IT (Interruptible) _____
Rate Schedule SBS option _____

Storage
Rate Schedule FSS (Firm) _____
Rate Schedule ISS (Interruptible) _____

3. CUSTOMER INFORMATION AND NOTICES:

A. SHIPPER	PERSON REQUESTING SERVICE
Shipper)	(Complete only if different from

_____ Company Name	Name/Title
_____ Address(include street address for overnight deliveries)	Company Name
_____/_____/_____ City State Zip	Address
_____/_____/_____ Phone Telecopier	City State Zip
_____ Officer and Title (Signatory Party to Contracts)	Phone Telecopier
_____ State of Incorporation	

B. PARTY AUTHORIZED TO SUBMIT NOMINATIONS AND RECEIVE GENERAL NOTICES	INVOICES & STATEMENTS
--	-----------------------

_____	Name/Title	_____	Name/Title
_____		_____	
_____	Address	_____	Company Name
_____		_____	
_____	City	_____	Address
_____	State	_____	
_____	Zip	_____	
_____		_____	
_____	Phone	_____	City
_____	Telecopier	_____	State
		_____	Zip

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Fourth Revised Sheet No. 325 Fourth Revised Sheet No. 325 : Effective

Superseding: Third Revised Sheet No. 325

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION
(Continued)

C. 24-HOUR CONTACT

Dispatcher Name Address

Phone Telecopier City / State / Zip

4. TERM:

Date Service is to commence _____ (If FSS, must commence on April 1)
Date Service will terminate _____ (if IT-month-to-month evergreen is suggested) (If
storage, _____ must terminate on March 31)

5. QUANTITIES:

For Rate Schedule FT:

Contract Demand _____ Dth/day
Receipt Entitlement : Pooling Area
_____ - _____ Dth/d
_____ - _____ Dth/d
_____ - _____ Dth/d
_____ - _____ Dth/d

For Rate Schedule IT:

Maximum Contract Quantity _____ Dth/day

For Rate Schedule SBS option (check requested service(s) and specify maximum(s)):

_____ Advance Receipt Maximum Quantity _____ Dth
_____ Advance Delivery Maximum Quantity _____ Dth

For Rate Schedule FSS:

Maximum Storage Quantity _____ Dth
Maximum Injection Quantity _____ Dth/day
Maximum Deliverability Quantity _____ Dth/day

For Rate Schedule ISS:

Interruptible Maximum Storage Quantity _____ Dth

6. RECEIPT AND DELIVERY POINTS:

A. Rate Schedule FT:

1. Receipt Points:

Primary Receipt Points with MRO(s)

RP Name Meter No. Maximum Receipt
Obligation

Pools with Receipt Quantity

Additional Individual Receipt Points with Receipt Quantity

Pools

Note: Rate Schedule FT Shippers have access to all generally available
and Additional Individual Receipt Points, consistent with applicable
Receipt Entitlements, through the nomination process.

2. Primary Delivery Points:

DP Name Meter No. Maximum Delivery
Obligation

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Third Revised Sheet No. 326 Third Revised Sheet No. 326 : Effective

Superseding: Second Revised Sheet No. 326

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION
(Continued)

B. Rate Schedule IT:

Rate Schedule IT Shippers have access to all generally available Pools, physical Points and Delivery Points through the nomination process. If Shipper wants points reflected on its Service Agreement, please specify.

Receipt
certain

7. A. Is Shipper requesting a selective discount? Yes _____ No _____

8. Are new/modified facilities required? Yes _____ No _____

If yes, please describe, and provide, if required, peak day and annual volumes to be transported.

9. REQUESTED FORM OF SERVICE:

A. NGPA SECTION 311 _____ (Subpart B) Designate "On behalf of" Entity(ies) _____

B. SECTION 284 G _____ (BLANKET)

_____ Total quantities (Dth's) Shipper anticipates to be transported over contract term.

* If LDC/Intrastate pipeline company will not be executing the Service Agreement, Shipper must provide an acceptable "on behalf of" letter to Transporter consistent with the current regulatory requirements.

10. Submission of deposit provided for in the General Terms and Conditions with Request: Yes _____ No _____

11. For requests for service pursuant to Rate Schedule IT or ISS, unless Shipper designates otherwise, Shipper's signature on its request shall constitute its agreement to execute a Service Agreement as provided in such Rate Schedules and to comply with the terms and conditions of Transporter's Tariff in the event that Transporter accepts its request. Yes _____ No _____

12. CAPACITY RELEASE

If request is being submitted in conjunction with a bid pursuant to a capacity release offer, please designate: Yes _____ No _____

Submitting executed Service Agreement with bid? Yes _____ No _____

OFFER NUMBER: _____

BID NUMBER: _____

Effective Date: 07/01/1995 Status: Effective
FERC Docket: RP95-331-000

First Revised Sheet No. 327 First Revised Sheet No. 327 : Effective
Superseding: Original Sheet No. 327

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION
(Continued)

Shipper is:	End User _____	Marketer _____
	Producer _____	LDC _____
	Intrastate _____	Other (Specify) _____
	Interstate _____	_____

Shipper shall provide, in writing, such other information as is required to comply with regulatory reporting and/or filing requirements.

Shipper or Shipper's agent by its signature, certifies to Transporter (1) that it has good title to the Gas, or a current contractual right to acquire good title or the full right to deliver all Gas delivered or caused to be delivered, and (2) that it has entered into all necessary arrangements to assure that upstream and downstream transportation will be in place prior to the commencement of the requested service.

Shipper or Shipper's agent also certifies that the information herein is complete and accurate to the best of its knowledge, information and belief.

SHIPPER

OR

SHIPPER'S AGENT

By: _____
By: _____

Title: _____
Title: _____

Signature: _____
Signature: _____

Effective Date: 01/01/1996 Status: Effective

FERC Docket: RP94-343-015

Substitute Original Sheet No. 328 Substitute Original Sheet No. 328 : Effective
Superseding: Original Sheet No. 328

Sheet No. 328

is reserved for future use.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

First Revised Sheet No. 329 First Revised Sheet No. 329 : Effective

Superseding: Original Sheet No. 329

NORAM GAS TRANSMISSION COMPANY

FORM OF REQUEST FOR POOLING SERVICE

Send To:

NorAm Gas Transmission Company (NGT)
P. O. Box 21734
Shreveport, Louisiana 71151

Attention: Transportation & Exchange Dept.
Telecopier: (318)429-3965

CUSTOMER INFORMATION AND NOTICES

A. POOL MANAGER

PERSON REQUESTING SERVICE
(Complete only if different from PM)

Company Name

Name/Title

Address(include street address
for overnight deliveries)

Company Name

_____/_____/_____
City State Zip

Address

Phone Telecopier

_____/_____/_____
City State Zip

Officer and Title (Signatory
Party to Contracts)

Phone Telecopier

State of Incorporation

B. POOL NOMINATIONS & GENERAL NOTICES

INVOICES & STATEMENTS

Name/Title

Name/Title

Address

Company Name

_____/_____/_____
City State Zip

Address

Phone Telecopier

_____/_____/_____
City State Zip

C. 24-HOUR CONTACT

Dispatcher Name

Address

Phone Telecopier

_____/_____/_____
City State Zip

Second Revised Sheet No. 330 Second Revised Sheet No. 330 : Effective
Superseding: 1st Rev Original Sheet No. 330

FORM OF REQUEST FOR POOLING SERVICE
(Continued)

D. AGREEMENT TERMS:

Date Service is to commence _____

Rate Schedule SBS option: _____ Yes _____ No

If yes check requested service(s) and specify maximum(s):

_____ Advance Receipt Maximum Quantity _____ Dth

_____ Advance Delivery Maximum Quantity _____ Dth

E. Are New/Modified Facilities Required? _____ Yes _____ No. If yes, please describe.

F. Pool Manager must submit a complete credit application in the form provided for in Transporter's Tariff. Transporter shall have no obligation to accept Pool Manager's request for service or to perform service if Pool Manager has not qualified under Transporter's credit policies.

G. Unless Pool Manager designates otherwise, Pool Manager's signature below shall constitute its agreement to execute a Service Agreement as provided in Section 1(c) of Rate Schedule PS and to comply with the terms and conditions of Transporter's Tariff. Yes__ No__

comply H. Pool Manager shall provide, in writing, such other information as is required to
with regulatory reporting and/or filing requirements and Transporter's Tariff.

or Pool Manager or Pool Manager's agent by its signature, certifies to Transporter (1)
has that it has good title to the gas or a current contractual right to acquire title
the full right to deliver all Gas delivered or caused to be delivered, and (2) that it
entered into all necessary arrangements to assure that upstream and downstream
transportation will be in place prior to commencement of the requested service.

Pool Manager or Pool Manager's agent also certifies that the information herein is complete and accurate to the best of Pool Manager's knowledge, information and belief.

By _____

Title _____

Signature _____

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

First Revised Sheet No. 331 First Revised Sheet No. 331 : Effective
Superseding: Original Sheet No. 331

FORM OF CREDIT APPLICATION

NORAM GAS TRANSMISSION COMPANY

("NGT")

C R E D I T A P P L I C A T I O N

General Information

Applicant's Legal

Name _____

Mailing Address _____

City, State, Zip Code _____

Contact Person _____ Telephone No. (____) _____

Business Entity: _____ Corporation _____ Partnership _____ Other _____

Type of Business: _____ Producer _____ Marketer _____ End User _____ LDC _____ Other _____

List parent corporation (if Applicant is a subsidiary company) _____
or general Partners (if Applicant is a partnership) _____

Bank Reference (or other financing source):

Bank Name _____ Bank Account No. _____

Address _____ Telephone No. (____) _____

City, State, Zip Code _____

Trade References (please provide two)

Company Name _____ Company Name _____

Address _____ Address _____

Contact _____ Contact _____

Phone (____) _____ Phone (____) _____

Additional Information

Estimate of activity under all Service Agreements with NGT:

	PS	IT	FT	NNTS	ISS	FSS
Estimated Monthly Volume (Dth)	_____	_____	_____	_____	_____	_____

Estimated Monthly Charges	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
---------------------------	----------	----------	----------	----------	----------	----------

Date Service Requested ==> _____

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Third Revised Sheet No. 334A Third Revised Sheet No. 334A : Effective

Superseding: Second Revised Sheet No. 334A

[FRONT]

TSA No.: _____

FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between NorAm Gas Transmission Company ("NGT"),
a Delaware corporation ("Transporter"), and _____,
a _____ [corporation] ("Shipper"), covering the transportation of natural gas by
Transporter on
behalf of Shipper as more particularly described herein, is entered into in accordance with the
following
terms and conditions:

1) ADDRESSES:

Address for Notices to Shipper: Address for Notices to Transporter:

Facsimile No.: _____ Facsimile No.: _____

Address for Invoices to Shipper: Address for Payments to Transporter:

2) TERMS, REGULATORY AUTHORITY, CONTRACT DEMAND AND RECEIPT ENTITLEMENTS:

Term: Effective Date: _____
End Date: _____

Regulatory Authority: (designate one)

Part 284, Subpart B _____ Part 284, Subpart G _____

Contract Demand: _____ Dth/d;

Receipt Entitlement(s): Pooling Area _____ - _____ Dth/d.

3) RECEIPT AND DELIVERY POINTS:

Receipt Point(s): [MRO] [Receipt Quantity] (as applicable) (Dth/d)

[Must designate which receipts
applicable to storage.]

Primary Delivery Point(s): MDO (Dth/d)

4) RATE:

Unless Transporter agrees in writing otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:

[This Agreement supersedes and cancels the following Transportation Service Agreement(s)
between
the parties hereto:]

6) SIGNATURE:

This Agreement constitutes a contract with Transporter for the transportation of natural
gas,
subject to the terms and conditions appearing on the face and reverse side hereof and any
attachments, all of which are incorporated herein by reference and made part of this
Agreement.

SHIPPER

By: _____
Name: _____
Title: _____

NORAM GAS TRANSMISSION COMPANY

By: _____
Name: _____
Title: _____

[BACK]

GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect of unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
8. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Compressor or Storage Fuel retained.

9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

Original Sheet No. 334C Original Sheet No. 334C : Effective

[BACK]

GENERAL TERMS AND CONDITIONS

11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written consent of the parties.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Third Revised Sheet No. 334D Third Revised Sheet No. 334D : Effective

Superseding: Second Revised Sheet No. 334D

[FRONT]

TSA No.: _____

INTERRUPTIBLE (RATE SCHEDULE IT)
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between NorAm Gas Transmission Company ("NGT"), a Delaware corporation ("Transporter"), and _____, a _____ [corporation] ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) ADDRESSES:

Address for Notices to Shipper:

Address for Notices to Transporter:

Facsimile No.: _____

Facsimile No.: _____

Address for Invoices to Shipper:

Address for Payments to Transporter:

2) TERMS, REGULATORY AUTHORITY, AND MAXIMUM CONTRACT QUANTITY:

Term: Effective Date: _____

End Date: _____

Regulatory Authority: (designate one)

Part 284, Subpart B _____

Part 284, Subpart G _____

Maximum Contract Quantity: _____ Dth/d;

3) RECEIPT AND DELIVERY POINTS:

Receipt Point(s):

Receipt Quantity (Dth/d)

Delivery Point(s):

Maximum Delivery Quantity (Dth/d)

4) RATE:

Unless Transporter agrees in writing otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:

[This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:]

6) SIGNATURE:

This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and any attachments, all of which are incorporated herein by reference and made part of this Agreement.

SHIPPER

By: _____
Name: _____
Title: _____

NORAM GAS TRANSMISSION COMPANY

By: _____
Name: _____
Title: _____

[BACK]

GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of Rate Schedule IT as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
8. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Compressor or Storage Fuel retained.

9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

Original Sheet No. 334F Original Sheet No. 334F : Effective

[BACK]

GENERAL TERMS AND CONDITIONS

11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written consent of the parties.

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

First Revised Sheet No. 337 First Revised Sheet No. 337 : Effective
Superseding: Original Sheet No. 337

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

ARTICLE 2

RATE SCHEDULE

Section 2.1 - Service hereunder shall be provided pursuant to Transporter's Rate Schedule designated on Exhibit A hereto.

Section 2.2 - This Agreement shall be subject to the provisions of the designated Rate Schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.

Section 2.3 - Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.

ARTICLE 3

QUANTITIES

Section 3.1 - [If NNTS: Subject to the provisions of the Tariff, any quantity limitations set forth on Exhibits B and C, respectively, and other provisions of this Agreement, Transporter shall receive, transport, store and/or deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

First Revised Sheet No. 338 First Revised Sheet No. 338 : Effective
Superseding: Original Sheet No. 338

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

[If FSS: Subject to the provisions of the Tariff, and other provisions of this Agreement, Transporter shall inject, store and withdraw, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

[If ISS: Subject to the provisions of the Tariff, and other provisions of this Agreement, Transporter shall inject, store and withdraw, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

ARTICLE 4

POINTS OF RECEIPT AND DELIVERY

Section 4.1 - For service provided under Rate Schedule NNTS, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown on the schedules attached hereto and made part hereof as Exhibits B and C, respectively. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Compressor or Storage Fuel retained.

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

First Revised Sheet No. 340 First Revised Sheet No. 340 : Effective
Superseding: Original Sheet No. 340

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

ARTICLE 7

NOTICES

Section 7.1 - Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand-delivered or, if received, when mailed by United States mail, postage prepaid, to the addresses specified on Exhibit A hereto, or such other addresses as either party shall designate on a superseding Exhibit A.

ARTICLE 8

MISCELLANEOUS

Section 8.1 - [If NNTS: Exhibit(s) A, B and C attached are incorporated herein by reference and made a part hereof.]

[If FSS or ISS: Exhibit A attached is incorporated herein by reference and made a part hereof.]

[If agreement entered into pursuant to capacity release: add Exhibit D]

Section 8.2 - Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

Section 8.3 - All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written consent of the parties.

[Other provisions]

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Third Revised Sheet No. 342 Third Revised Sheet No. 342 : Effective
Superseding: Second Revised Sheet No. 342

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT A
Page 1 of 2

TO THE AGREEMENT BETWEEN NGT

AND _____,
DATED _____

Rate Schedule: [NNTS] [FSS] [ISS]

Term: Begin: _____ [Must be April 1 for NNTS, FSS]

End: _____ [Must be March 31 for NNTS, FSS, ISS]

Quantities: [If NNTS: Contract Delivery Demand _____ Dth/d
Receipt Entitlement(s): (designate with _____ Dth/d for
each)]

[If FSS: Maximum Storage Quantity _____ Dth]
Maximum Injection Quantity _____ Dth/day
Maximum Deliverability Quantity _____
Dth/day]

[If ISS: Interruptible Maximum Storage Quantity
_____ Dth/day]

Regulatory Authority: Title 18 C.F.R. Part 284, Subpart [B] [G]

Notices To Shipper:

To Transporter: NorAm Gas Transmission Company

Payments:
P. O. Box 200334
Dallas, Texas 75320-0334

Effective Date: 05/24/1998 Status: Effective

FERC Docket: RP98-194-000

First Revised Sheet No. 343 First Revised Sheet No. 343 : Effective
Superseding: Original Sheet No. 343

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT A
Page 2 of 2

Notices:
Marketing & System Management
Department
P. O. Box 4455
Houston, Texas 77210-4455

SIGNED FOR IDENTIFICATION

DATE: _____

TRANSPORTER: _____

SHIPPER: _____

SUPERSEDES EXHIBIT A DATED: _____

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Third Revised Sheet No. 344 Third Revised Sheet No. 344 : Effective
Superseding: Second Revised Sheet No. 344

TRANSPORTATION SERVICE AGREEMENT
(continued)

EXHIBIT B

POINT(S) OF RECEIPT

RECEIPT POINTS BY POOLING AREA

_____ Pooling Area (____ Dth/d)

[If Primary Receipt
Point(s):
Maximum Receipt
Obligation
(Dth/d)]*
[Receipt Quantity
(Dth/d)]

[Specific Points]

[Pools]

[If NNTS, must designate which receipts applicable to flowing
supplies.]

[* On any Day, Transporter shall not be obligated to receive
a cumulative quantity from all Receipt Points in excess of
the Contract Delivery Demand.]

SIGNED FOR IDENTIFICATION

DATED: _____

TRANSPORTER: _____

SHIPPER: _____

SUPERSEDES EXHIBIT B DATED: _____

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

Third Revised Sheet No. 345 Third Revised Sheet No. 345 : Effective
Superseding: Second Revised Sheet No. 345

TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT C

POINT(S) OF DELIVERY

DELIVERY POINTS

[If Primary Delivery
Point:
Maximum Delivery
Obligation (Dth/D)]*

[* The aggregate of the Maximum Delivery Obligations shown
for all points shall not exceed the Contract Delivery
Demand.]

SIGNED FOR IDENTIFICATION

DATED: _____

TRANSPORTER: _____

SHIPPER: _____

SUPERSEDES EXHIBIT C DATED: _____

Effective Date: 07/01/1995 Status: Effective

FERC Docket: RP95-331-000

First Revised Sheet No. 346 First Revised Sheet No. 346 : Effective
Superseding: Original Sheet No. 346

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT D

TO THE AGREEMENT BETWEEN NGT

AND _____,

DATED _____

Rate Schedule: [NNTS] [FSS]

This Agreement is entered into pursuant to and subject to the provisions of Section 19 of the General Terms and Conditions of Transporter's Tariff. In particular, the rights of Shipper hereunder are predicated upon the release of capacity as follows:

Release of Capacity by _____ under its Service
Agreement dated _____ to _____
Bid Number _____

Shipper, by its signature below, expressly authorizes Transporter to complete the appropriate Exhibits, including this Exhibit D, and thereby effectuate the execution of the Service Agreement as provided in Section 19.4 of the General Terms and Conditions of Transporter's Tariff.

ACCEPTED AND AGREED TO:

DATE: _____

SHIPPER: _____

ACCEPTED AND AGREED TO:

DATE: _____

TRANSPORTER: _____

Effective Date: 08/01/1995 Status: Effective
FERC Docket: RP95- 53-000

1st Rev Original Sheet No. 347 1st Rev Original Sheet No. 347 : Effective
Superseding: Original Sheet No. 347

FORM OF
POOLING SERVICE AGREEMENT

THIS POOLING AGREEMENT ("Agreement"), effective _____, 199__, by and between NORAM
GAS
TRANSMISSION COMPANY ("Transporter") and _____ ("Pool Manager").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties
hereto
agree as follows:

Section 1 - This Agreement shall be effective as of _____ and shall continue until
the
end of such Month, and Month-to-Month thereafter, unless and until terminated by either party upon
ten
(10) days written notice to the other party. Termination of this Agreement shall not relieve either
party
of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor
relieve
Shipper of its obligation to pay any monies due hereunder, and any portions of this Agreement necessary
to
accomplish such purposes shall be deemed to survive to the extent required.

Section 2 - Service hereunder shall be provided on a fully interruptible basis pursuant to
Rate
Schedule PS and this Agreement shall be subject to the provisions of such Rate Schedule as well as
the
General Terms and Conditions set forth in Transporter's Tariff (as on file and in effect from time
to
time), all of which by this reference are made a part hereof. All terms used in this Agreement
with
capital letters shall have the meanings ascribed to them in Transporter's Tariff.

Section 3 - Pool Manager shall pay to Transporter any and all charges, fees, taxes, assessments
or
surcharges provided for in Rate Schedule PS or otherwise in Transporter's Tariff.

Section 4 - Notices under this Agreement shall be in writing and shall be considered as
having
been given if hand-delivered or, if received, when mailed by U.S. Mail, postage prepaid, to Transporter
at
the addresses below, and to Pool Manager at the address below, until changed by either party by
written
notice.

Notices to Transporter:

Notices to Pool Manager:

Payments: P.O. Box 200334
Dallas, TX 75320-0334

Notices: P.O. Box 21734
Shreveport, LA 71151

Section 5 - Pool Manager agrees that any representations and agreements contained in any
credit
application submitted in connection with this service shall be incorporated herein by reference and
made a
part hereof.

Section 6 - All modifications, amendments or supplements to the terms and provisions hereof
shall
be made by supplementary written consent of the parties.

Section 7 - This Agreement shall not be assigned by Pool Manager in whole or in part,
without
Transporter's prior written consent. In addition to all other rights and remedies, Transporter
may
terminate the Agreement immediately if it is assigned by Pool Manager to others contrary to the
provisions

hereof, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

[If Rate Schedule SBS option elected: Section 8 - Pool Manager has elected service under Rate Schedule SBS as specified on Exhibit A attached hereto and incorporated herein.]

[Other provisions]

POOL MANAGER

TRANSPORTER

By: _____
Title: _____

By: _____
Title: _____

Effective Date: 05/01/1997 Status: Effective
FERC Docket: RP97- 61-002

First Revised Sheet No. 347A First Revised Sheet No. 347A : Effective
Superseding: Original Sheet No. 347A

FORM OF
POOLING SERVICE AGREEMENT
(continued)

EXHIBIT A
TO THE AGREEMENT
BETWEEN NGT AND

_____ DATED

Rate Schedule SBS service [specify applicable quantity(ies)]

[Maximum Advance Receipt Quantity _____ Dth]
[Maximum Advance Delivery Quantity _____ Dth]

1. Service shall be provided on a fully interruptible basis pursuant to Rate Schedule SBS and this Agreement shall be subject to the provisions of such Rate Schedule as well as the General Terms and Conditions of Transporter's Tariff (as on file and in effect from time to time), all of which by this reference are made part hereof.
2. Pool Manager shall pay to Transporter any and all rates, charges, fees, taxes, assessments or surcharges applicable to services provided under Rate Schedule SBS as provided for in said Rate Schedule or otherwise in Transporter's Tariff.

SIGNED FOR IDENTIFICATION

DATE: _____

TRANSPORTER: _____

POOL MANAGER: _____

[SUPERSEDES EXHIBIT A DATED: _____]

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 61-002

First Revised Sheet No. 348 First Revised Sheet No. 348 : Effective
Superseding: Original Sheet No. 348

FORM OF PREDETERMINED ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into by NorAm Gas Transmission Company ("NGT") and _____ ("PDA Operator") to be effective _____.

Whereas, from time to time, quantities of Gas are [received into] [delivered from] NGT's system at the interconnection(s) between NGT's facilities and facilities owned and/or operated by PDA Operator at location(s) listed on Exhibit A hereto.

Whereas, NGT and PDA Operator desire to reach an agreement on the allocation methodology of Gas received by [NGT], [PDA Operator] at those interconnection(s).

NOW, THEREFORE, NGT and PDA Operator agree that such quantities will be allocated using the following method:

In the event that the foregoing method results in Monthly Imbalances at the location(s) listed on Exhibit A hereto which are not allocated by PDA Operator to one or more valid Service Agreements, PDA Operator and NGT shall cash-out such Imbalances at the price and in the manner provided in Section 5.7(c) (ii) of the General Terms and Conditions of NGT's Tariff, or successor provisions thereto. For purpose hereof, an Imbalance shall mean the difference between the quantities of gas which NGT [receives] [delivers] at the interconnections specified on Exhibit A and the quantities nominated and allocated to valid Service Agreements by PDA Operator at any time or during any period. A Monthly Imbalance shall mean the Imbalance existing at the conclusion of any Service Month under this Agreement. PDA Operator shall be required to comply with the provisions of Section 14 of the General Terms and Conditions of NGT's Tariff. For purposes of Section 14.5 thereof, NGT may require security as provided for therein based on charges which may be assessed hereunder. All terms used herein with capital letters shall have the meanings ascribed to them in NGT's Tariff, unless otherwise provided herein. The existence or operation of this Agreement shall at no time undermine or jeopardize NGT's ability to maintain system and segment operations and integrity in accordance with the provisions of its Tariff, including, but not limited to, Section 20 (or any successor provisions) of the

Effective Date: 12/31/1996 Status: Effective

FERC Docket: RP97-193-000

First Revised Sheet Nos. 351-359 First Revised Sheet Nos. 351-359 : Effective
Superseding: Original Sheet Nos. 351-359

Sheet Nos. 351 - 359

are reserved for future use.

Effective Date: 05/01/1997 Status: Effective
FERC Docket: RP97-250-000

Original Sheet No. 360 Original Sheet No. 360 : Effective

NO. _____) [Front] (MCR

FORM OF
MASTER CAPACITY RELEASE SERVICE AGREEMENT
FOR SERVICES UNDER RATE SCHEDULE [FT] [NNTS] [FSS]

THIS AGREEMENT between NorAm Gas Transmission Company ("NGT"), a Delaware corporation, ("Transporter") and _____, a _____ corporation, ("replacement Shipper" or "Shipper"), covering the transportation of natural gas by Transporter on behalf of replacement Shipper through Transporter's capacity release program as described in NGT's Tariff, as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) ADDRESSES:

Address for Notices to replacement Shipper:

Address for Notices to Transporter:

Facsimile No.: _____

Facsimile

No.: _____

Address for Invoices to replacement Shipper:

Address for Payments to Transporter:

2) This Agreement shall be effective _____ and shall remain effective for a term of one month and thereafter shall continue in effect until terminated by Transporter or replacement Shipper upon at least thirty (30) Days prior written notice; provided, however, that no such termination shall occur while a capacity release is in effect. Service shall commence and remain effective for a term coincidental for each capacity release term identified in each Addendum to the Agreement.

3) For each occasion that replacement Shipper obtains capacity from a releasing Shipper through the capacity release provisions of Transporter's Tariff, Transporter and replacement Shipper shall execute an Addendum in the form of Exhibit A. The specific terms and conditions of each release shall be reflected in each Addendum, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of Transporter's service for each release.

4) Replacement Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the then-effective applicable rate, and any other charges, fees, direct bill

service amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, for each rendered hereunder as set forth in each Addendum. Unless Transporter otherwise agrees, replacement Shipper shall pay, or cause to be paid, the maximum applicable commodity rate, and any related charges or surcharges.

5) OTHER PROVISIONS:

Exhibit A (including all addenda) is incorporated into this Agreement in its entirety.

6) SIGNATURE:

gas, This Agreement constitutes a contract with Transporter for the transportation of natural
addenda, subject to the terms and conditions appearing on the face and reverse side hereof and any
all of which are incorporated herein by reference and made part of this Agreement.

their IN WITNESS WHEREOF, both Transporter and replacement Shipper have executed this Agreement by
respective officers or other persons duly authorized to do so.

SHIPPER NAME

By: _____

Name: _____

Title: _____

Title: _____

NORAM GAS TRANSMISSION COMPANY

By: _____

Name: _____

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97-250-000

Original Sheet No. 361 Original Sheet No. 361 : Effective

[BACK]

GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of the rate schedule shown on the front side hereof, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in the applicable Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. [If FT: Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.]
[If NNTS: Subject to the provisions of the Tariff, and this Agreement, Transporter shall receive, transport, store and/or deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.]
[If FSS: Subject to the provisions of the Tariff, and other provisions of this Agreement, Transporter shall inject, store and withdraw, for the account of Shipper for the purposes

in contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified
this Agreement.]

8. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt
and (ii) after transportation delivered by Transporter to Shipper, or for Shipper's account,
at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the
provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-
equivalent to those delivered by Shipper, less Compressor or Storage Fuel retained.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97-250-000

Original Sheet No. 361A Original Sheet No. 361A : Effective

[BACK]
GENERAL TERMS AND CONDITIONS
(continued)

9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
10. Any notice, statement, or invoice provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices or invoices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.
12. All modifications, amendments or supplements to the terms and provision hereof shall be effected by supplementary written consent of the parties.

Effective Date: 05/01/1997 Status: Effective
FERC Docket: RP97-250-000

Original Sheet No. 362 Original Sheet No. 362 : Effective

EXHIBIT A
to the
MASTER CAPACITY RELEASE SERVICE AGREEMENT
Between NorAm Gas Transmission Company
and _____
Addendum/Parcel No. _____

(MCR NO. _____)

Releasing Shipper's: Transportation Service Agreement Number _____ Rate
Schedule: _____

Term of Release (1): Effective Date _____ End
Date: _____

Regulatory Authority: [Part 284, Subpart G] [Part 284, Subpart B]

Contract Demand/Quantity:

[For FT: Total Contract Demand: _____ Dth/d]
[For NNTS: Contract Delivery Demand: _____ Dth/d]
[For NNTS or FT: Receipt Entitlements: _____ Pooling Area _____ Dth/d]
[For FSS: _____]

Maximum Storage Quantity: _____ Dth
Maximum Injection Quantity: _____ Dth/d
Maximum Deliverability Quantity: _____ Dth/d]

Replacement Shipper's Reservation Rates:

[Daily Reservation: _____] or [Term Reservation: _____ *] or [Monthly Reservation: _____]
[For Term Reservation: *For less than one month]
Basis on which rates will be billed: [Demand] or [Volumetric]

Points:

[For FT or NNTS: Point(s) of Receipt Specified in Release Offer:
Receipt Points Meter No. Receipt Quantity or
Maximum Receipt Obligation, as applicable(Dth/d)]

[For FT or NNTS: Primary Point(s) of Delivery Specified in Release Offer:
Primary Delivery Points Meter No. Maximum Delivery Obligation (Dth/d)]

Release Type: [Permanent] or [Temporary]

Prearranged Release: [Yes] or [No]

Other Terms and Conditions:

(1) Subject to any applicable recall rights
[For FSS: Rate Schedule FSS service does not include Transportation to or from storage]

IN WITNESS WHEREOF, both Transporter and replacement Shipper have executed this Addendum in
several counterparts by their respective officers or other person duly authorized to do so.

REPLACEMENT SHIPPER

NORAM GAS TRANSMISSION COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

